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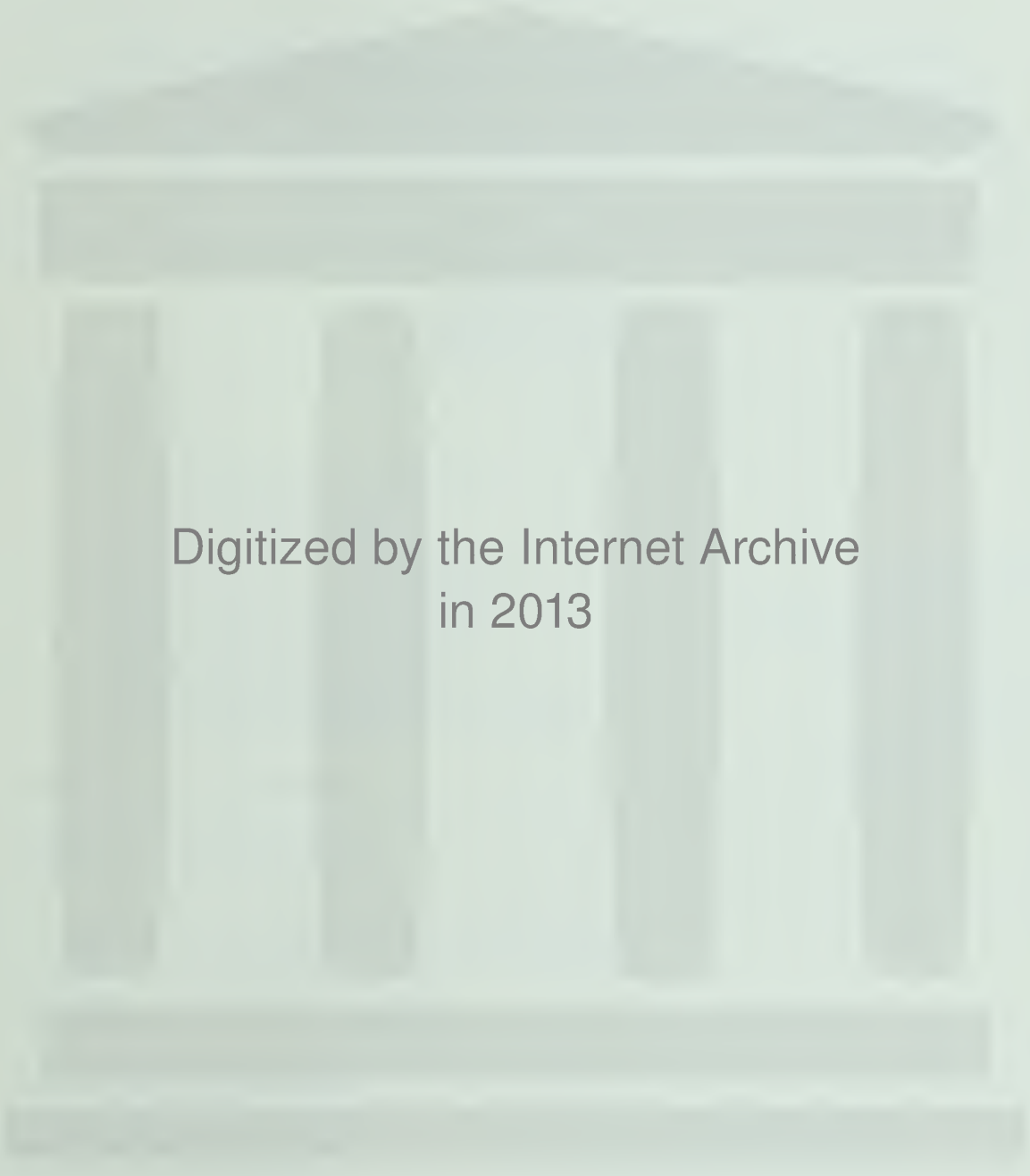

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SAN FRANCISCO HOUSING AUTHORITY
440 Turk Street • San Francisco CA • 94102 • (415) 554-1200

NOTICE

THE REGULARLY SCHEDULED MEETING OF THE
SAN FRANCISCO HOUSING AUTHORITY COMMISSION
WILL BE HELD ON THURSDAY, MAY 8, 2003 AT 4:00 P.M.
AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA, 94102

A G E N D A
May 8, 2003

1. ROLL CALL

Sululagi Palega, Sr., President
Julie Lee, Vice President
George R. Brown, Commissioner
Betty J. Smith, Commissioner
Andrew J. Clark, Commissioner
Neola Gans, Commissioner
Rev. George Woodruff, Commissioner

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2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

- April 24, 2003 Regular Commission Meeting

4. GENERAL COMMUNICATIONS

5. REPORT OF SECRETARY

6. COMMITTEE REPORTS

Diversity Committee – Nothing to Report
Finance Committee – Nothing to Report
Personnel Committee – Nothing to Report

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7. REPORT OF AGENCY COUNSEL

8. TENANT REPRESENTATIVE REPORT:

City Wide Council - Senior/Disabled
Public Housing Tenants Association (PHTA)

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

(A) RESOLUTION RATIFYING THE APPROVAL AND EXECUTION OF A MEMORANUDM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 790

(B) RESOLUTION TO ACCEPT 2003 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AND ACKNOWLEDGE AWARENESS OF RESPONSIBILITIES AND LIMITATIONS FOR CONSTRUCTION OF A COMPUTER LEARNING CENTER AT 992 ELLSWORTH STREET, AT CAL 1-16, ALEMANY

(C) RESOLUTION AUTHORIZING THE EXECUTION OF DOCUMENTS PERTAINING TO THE REDEMPTION OF THE MULTI-FAMILY MORTGAGE REVENUE BONDS FOR BERNAL DWELLINGS IN THE AGGREGATE PRINCIPAL AMOUNT OF $15,500,000 IN CONNECTION WITH THE RECONSTRUCTION OF BERNAL DWELLINGS

12. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

13. COMMISSIONER'S COMMENT AND REPORT

14. CLOSED SESSION

A Closed session is scheduled with the Executive Director and Agency Counsel under Government Code Section §54956.9 (b)(1) to discuss pending legal matters.

15. RECONVENING OF COMMISSION MEETING

16. ADJOURNMENT

GREGG FORTNER, Secretary/Executive Director

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CA 94102 • PHONE (415) 554-1260 • FAX (415) 554-1268

Date: May 8, 2003

To: San Francisco Housing Authority Commissioners

Sululagi Palega, Sr., President
Julie Lee, Vice President
Neola Gans, Commissioner
George R. Brown, Commissioner
Betty J. Smith, Commissioner
Andrew Clark, Commissioner
Rev. George Woodruff, Commissioner

From: Gregg Fortner, Executive Director

Subject: **RESOLUTION RATIFYING THE APPROVAL AND EXECUTION OF A MEMORANUDM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 790**

OVERVIEW

Under the provisions of Government Code Sections 3500 et seq. (Meyers-Milias-Brown Act) the San Francisco Housing Authority (SFHA) and the Service Employees International Union, Local 790 (SEIU 790) reached agreement on the provisions of a new Memoranda of Understanding (MOU). This MOU will cover the period October 1, 2002 through September 30, 2005. It replaces the previous MOU, which expired on September 30, 2002. This resolution ratifies the approval and execution of the agreements reached between the SFHA and SEIU 790 negotiating teams.

OBJECTIVES & ANTICIPATED OUTCOME

This MOU provides the collective bargaining framework for the continued relationship between the SFHA and SEIU 790. The MOU covers approximately 146 employees. It ensures that the terms and conditions of employment and compensation expectations and requirements are clear for labor and management. The agreement also provides a framework for labor-management

communication and cooperation through the continuation of the Labor-Management Committee.

WHO BENEFITS

Both parties benefit by having a MOU for the period through September 30, 2005, which clearly spells out certain provisions that govern terms and conditions of employment and compensation for covered employees. Residents benefit because they are eligible to be considered for vacant positions, even when the position is for internal candidates only, and by having a MOU that assures that services provided by Local 790 members will not be interrupted.

BUDGET CONSIDERATIONS

The anticipated costs resulting from this MOU are covered in the SFHA budget for this fiscal year in the Low Income Operations, Section 8, HOPE VI and Capital Fund budgets. The costs for fiscal years 2004 and 2005 will be included in the budgets for those fiscal years.

RESIDENT EMPLOYMENT

Continues to provide for residents to be considered for all SFHA positions, even those open only to current employees.

KEY PROVISIONS

The SFHA and SEIU 790 reached tentative agreement on a number of proposals that affect terms and conditions of employment, provide management with increased flexibility, and provide compensation increases to current employees as well as retirees. A selection of the key provisions is outlined below:

- Changes how compensatory time is accrued and paid out.
- 3.5% salary increase retroactive to October 1, 2002 with comparability with the City and County of San Francisco (CCSF) throughout the term of the contract.
- Increases vacation schedule to the same as MEA, i.e., 100 hours 1-3 years; 140 hours 3-8 years; 180 hours 8-19 years; and 220 hours over 19 years. Hours cap at 400.
- Adds Ceasar Chavez Day when/if it is adopted by the CCSF.
- Voluntary Time Off is a new benefit that allows an employee to take up to 6 pay periods of unpaid leave with the Authority maintaining benefits.
- Brings payment of retiree medical premiums to the same level as active employees by January 1, 2005.
- Creates a schedule for the Authority to begin pick-up of employee's PERS premium: October 1, 2003 2%; April 1, 2004 1%; October 1, 2004 1%; April 1, 2005 1%; September 30, 2005 full pick-up (approx. 2%).

- The Labor-Management Committee will make a recommendation for Long Term Disability Insurance by October 1, 2004.
- Adds a new Management Rights provision.
- Clarifies probationary periods for newly hired employees and establishes a new probationary period for first supervisory position; allows extension of probationary periods under appropriate circumstances.
- Allows the Housing Authority flexibility in handling notice period for layoffs and provides 30 days notice for employees with 10 or fewer years and 60 days notice of layoff to employees with 10 or more years of service.

RECOMMENDATION

Adopt the resolution ratifying the approval and execution of a Memorandum of Understanding between the San Francisco Housing Authority and the Service Employees International Union, Local 790.

Attachment

RESOLUTION NO. 5098

DATE ADOPTED 5/08/03

RESOLUTION RATIFYING THE APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 790

WHEREAS, the San Francisco Housing Authority ("Authority") and the Service Employees International Union, Local 790 bargaining unit ("SEIU 790"), have reached agreement on issues related to the compensation and certain terms and conditions of employment for unit members, pursuant to Government Code Sections 3500 et seq. (Meyers-Milias-Brown Act); and,

WHEREAS, all costs associated with execution of the aforementioned Memorandum of Understanding will be cost allocated as appropriate and in accordance with Federal Regulations to the various funding sources of the San Francisco Housing Authority.

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Commissioners of the Housing Authority of the City and County of San Francisco hereby ratifies and approves the execution of the Memorandum of Understanding between the Authority and the SEIU 790 for the period from October 1, 2002 through September 30, 2005, a copy of which is attached hereto as Exhibit A.

APPROVED AS TO FORM AND LEGALITY: REVIEWED BY:

Donna Martin, General Counsel

GREGG FORTNER, Executive Director

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SAN FRANCISCO HOUSING AUTHORITY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 790, AFL-CIO

2002-2005

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SAN FRANCISCO HOUSING AUTHORITY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 790, AFL-CIO

PREAMBLE

This Memorandum of Understanding (hereinafter called the "MOU") is made and entered into as of October 1, 2002, by and between the Board of Commission of the Housing Authority of the City and County of San Francisco (hereinafter called the "Authority") and the United Public Employees Local 790, Service Employees International Union, AFL-CIO (hereinafter called the "Union").

The Authority is a public body, corporate and politic, organized and existing under and pursuant to the laws of the State of California. As such, the Union and the Authority recognize their mutual obligation to cooperate in order to assure maximum service of the highest quality and efficiency to residents of San Francisco Public Housing.

The Authority must comply with all applicable laws, including provisions of the Meyers-Milias-Brown Act, and all administrative regulations promulgated by the U.S. Department of Housing and Urban Development (hereinafter called "HUD"), including the Annual Contributions and Administrative contract between HUD and the Authority.

It is the agreed purpose of the Union and the Authority to work together in mutual respect to see that the provisions of this MOU are carried out.

ARTICLE I. MANAGEMENT RIGHTS

Except to the extent there is contained in this agreement express and specific provision to the contrary, nothing herein shall be construed to restrict any legal Authority rights concerning direction of its work force, or consideration of the merits, necessity or organization of any service or activity provided by the Authority. The Authority shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public; and exercise control and discretion over the Authority's organization and operations. The Authority may also relieve employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the Authority's operations are to be conducted.

However, the exercise of such rights does not preclude represented employees or the union from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment.

ARTICLE II RECOGNITION

Section 1. Classifications.

a. The Authority recognizes the Union as the exclusive representative of employees covered by this MOU. This MOU shall apply to employees working in the classifications listed below, and to any other classifications which may be established within the scope of duties now included within these classifications. Should such classifications be established, the Authority and the Union shall meet and confer for the purpose of determining the appropriate placement of the classification on the Salary Schedule. For any abolished classification, present incumbents shall continue to be given preference in the selection process for positions for which they qualify.

b. For any new classification created which consists predominantly of work duties performed by employees covered by this MOU, the Authority, at the request of the Union, shall meet and confer prior to filling the position to determine if the new classification shall becomes a part of the bargaining unit. Any disputes shall be resolved through the grievance procedure, however, the position may be filled notwithstanding the existence of such a dispute.

c. Whenever a new class is created by the Authority which is the result of consolidation or splitting off of one or more former classes, and in those instances when the duties and responsibilities of the new class(es) are the same or similar to those of the former class(es), then the bargaining unit assignment and representation shall continue to be the same as for the former class(es).

d. Positions covered by this MOU may only be reclassified outside of the bargaining unit or eliminated from the MOU by mutual agreement between the Union and the Authority. Any disputes will be subject to the grievance procedure.

Account Clerk
Accountant
Administrative Clerk
Administrative Law Clerk
Admissions Clerk
Architectural Associate I
Architectural Associate II
Architectural Technician
Assistant Property Manager
Buyer
Community Outreach Worker
Community Patrol Rep Supervisor
Community Patrol Representative
Computer Operations Specialist
Computer Operator Trainee
Construction Inspector
Contract Administrative Assistant
Contracts Specialist
Customer Service Complaint Desk Rep
Data Entry Clerk
Distribution Specialist
Diversity & Self-Suff. Specialist
Duplication Technician
Eligibility Clerk
Eligibility Technician
Employment Specialist
Evictions Specialist
Executive Floater
Fleet Specialist
HOPE VI Resident Comm. Worker
HOPE VI self-sufficiency Specialist
Intake Specialist
Inventory Controls Specialist
Junior Clerk
Junior Payroll Analyst
Junior Technical Writer
Leased Housing Inspector
Leased Housing Inspector II
Legal Clerk
Maintenance Dispatcher
Maintenance Inspector
Maintenance Construction Planner I
Maintenance Construction Planner II
Maintenance Construction Planner III
Management Operations Technician
Messenger
Payroll Clerk
Payroll Technician
Personnel File Clerk
Principal Account Clerk
Programmer
Property Site Manager
Recreation Coordinator
Relocation Aide
Rent Assistant
Reproduction Specialist
Resident Coordinator
Resident Liaison
Resident Management Trainee
Resident Organizer
Resource Center Aide
Secretary
Security Monitor
Senior Account Clerk
Senior Accountant
Senior Administrative Clerk
Senior Buyer
Senior Eligibility Clerk
Senior Legal Clerk
Senior Maintenance Dispatcher
Senior Secretary
Senior Social Worker
Social Worker
Supervising Security Monitor
Switchboard Operator
Technical Assistant
Youth Coordinator

Section 2. Appeal of Classification. The classifications listed above have been matched to classifications in the City and County of San Francisco and, in those instances where no match was found, internally to Authority classifications for the purpose of placement on the salary schedule. Said salary schedule is identical to the biweekly/hourly schedule plan of seniority increments in the Salary Standardization Ordinance of the City and County of San Francisco.

During the term of this agreement, if an employee wishes to challenge this match, she/he shall file an appeal in writing with the Director of Human Resources or designee. The appeal shall state, in detail, the basis on which the employee contends the match is inappropriate, and shall identify the specific responsibilities performed by the employee which, in her/his opinion, make the current match inappropriate.

The Director of Human Resources or designee shall perform a desk audit of the classification in question to determine if said classification would be more properly matched to a higher classification in the City and County of San Francisco, or if no match is found in the City, to an Authority classification. If performed by the Director of Human Resources or internal designee, the desk audit will commence as soon as practicable given the constraints of other Authority business, including the status of other desk audits then in progress. If performed by an external source, the desk audit will commence ten (10) working days after funding is approved. If performed internally, the Authority will notify the Union of the anticipated date of initiation of the desk audit, which date shall be no more than thirty (30) days from the date of the formal request. The Authority will notify the Union if there is any change to this anticipated date. The results of the desk audit shall be provided to the employee and the Union within ten (10) working days after its completion or receipt by the Authority.

If the employee is dissatisfied with the decision of the Director of Human Resources or designee, she/he may grieve the decision, commencing at Level Two of the grievance process defined in Article XI of the Memorandum of Understanding.

If the employee is dissatisfied with the decision of the Executive Director, she/he may submit the appeal directly to expedited arbitration through the American Arbitration Association. The Union and the Authority shall select an arbitrator within ten (10) working days of the employee's notification to the Authority of her/his decision to appeal to expedited arbitration.

The decision of the arbitrator shall be binding on the Union and the Authority and salary schedule adjustments required to implement the new match shall be retroactive to the date of the submission of the appeal to the Director of Human Resources or designee.

This agreement covers all listed positions under this Article. However, it is expressly understood that the Authority, at its discretion, may establish special bilingual classifications. In the event bilingual classifications are proposed, the Authority's Human Resources Division will carefully review the request for such a classification and Management agrees to advise the Union of any proposed bilingual classifications and will meet and confer with the Union prior to implementation of such special bilingual classifications.

ARTICLE III EQUAL EMPLOYMENT OPPORTUNITIES

Section 1. Employment Discrimination. Neither the Authority nor the Union shall discriminate against any employee or applicant for employment on account of race, color, political or religious creed, sex, sexual preference, age, national origins, disabled status, nor shall

a person be the subject of sexual harassment. The Union and the Authority recognize the obligation to reasonably accommodate qualified employees/applicants with disabilities as provided by applicable law. During the reasonable accommodation process, an employee has the right, upon request, to union representation.

Section 2. Wage Discrimination. There shall be no distinction between the wages paid to men and the wages paid to women for the performance of work when appointed to same or similar job classifications. Should the City and County of San Francisco, during the term of this MOU, implement comparable worth adjustments, the Authority shall study its wage schedule to ascertain if comparable classifications are paid comparable wages.

Section 3. Affirmative Action. The Authority and the Union recognize their obligation to develop affirmative action plans and opportunities to advance for present employees and Housing Authority residents. They shall work to meet the HUD requirements that twenty-five percent (25%) of current employees be residents of San Francisco Public Housing.

Section 4. Affirmative Action Monitoring. To this end, the parties agree to form a joint committee, consisting of at least two (2) members appointed by the Authority, two (2) members appointed by the Union, and two (2) members appointed by the Public Housing Tenant Association, for the purpose of monitoring the Affirmative Action program and its goals and timetables. Reports of the committee shall be sent directly to the Executive Director.

Section 5. Discrimination Based on Union Activity. The Authority agrees not to interfere with, intimidate, retaliate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to this agreement or the Meyers-Milias-Brown Act.

Section 6. Working Environment. The Union and the Authority shall strive to create a working environment free from hostility, intimidation and disrespect.

Section 7. Objective of the Authority. It is agreed that the delivery of Housing Authority services in the most efficient, effective and courteous manner is of paramount importance to the Agency and its employees. Such achievement is recognized to be a mutual obligation of the parties to this agreement within their respective roles and responsibilities.

Section 8. Nepotism. In order to avoid real or perceived favoritism, no employee (permanent, term, or temporary) may report directly, or indirectly within the same division, to his/her immediate family member. For the purposes of this section, immediate family members include the employee's husband, wife, domestic partner, brother, sister, mother, father, aunt, uncle, grandmother, grandfather, son, daughter or any relationship by marriage or domestic partnership. Employees who marry or otherwise become immediate family members during their employment with the Authority will be allowed to continue their job assignment, so long as there are no direct reporting relationships involved.

Section 9. Reasonable Accommodations. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act and the Fair Employment and Housing Act. The Authority reserves the right to take any action necessary to comply therewith.

If there is a conflict between a proposed accommodation and this Agreement, the Authority will notify the Union and, upon request, meet with the Union within ten (10) business days to attempt to resolve the issue. The parties may extend this time limit by mutual agreement.

During the reasonable accommodation process, an employee has the right, upon request, to Union representation.

When an employee requests an accommodation pursuant to the ADA, the Authority shall meet with the employee and, at the request of the employee, with the employee's Union representative. The Authority will inform the employee and the representative of the status of the employee's request for an accommodation and of the resolution of the request. As necessary, and on a case-by-case basis, the Authority will meet with the Union representative to review problems concerning reasonable accommodation.

The Authority shall maintain files on formal reasonable accommodation requests that include information related to: status of accommodation requests and the resolution of closed accommodation requests.

Following a reasonable period of time after the employee has submitted the information required for a reasonable accommodation but not later than thirty (30) calendar days, the Authority shall provide a response to the employee's request. If no accommodation in the current assignment is possible, the Authority shall evaluate alternative job assignments for possible accommodation. While his/her request for reasonable accommodation is pending, the Authority shall make every reasonable effort to provide a modified work duty assignment

ARTICLE IV. HOURS OF WORK

Section 1. Hours of Work. Employees under this MOU shall work eight (8) hours per day, forty (40) hours per week, Monday through Friday.

Section 2. Overtime. An employee who is required to work in excess of eight (8) hours in any one day or in excess of forty (40) hours in any week shall receive compensatory time off at the rate of time and one-half (1-1/2) for such overtime work to a limit of forty (40) hours; except an employee who performs work on Saturday, Sunday or holidays shall accrue compensatory time off at a double time rate.

Once an employee has reached the forty (40) hour limit on compensatory time the employee will have the option of choosing to be paid in cash for overtime worked, beyond the forty (40) hours on record, or may continue to accrue compensation time up to a maximum of one-hundred sixty (160) hours per year. An employee will have twelve (12) months from the time he/she earns compensation time to use such compensation time.

If an employee has reached her/his limit of accrual for compensatory time and has been denied a reasonable opportunity to use this time, said worker shall receive a cash settlement for all compensatory time accrued over the limit. Employees with compensatory time in excess of forty (40) hours will use that time before requesting other forms of leave except voluntary time off. Employees who are at or near their annual leave maximum balance will not be expected to use compensatory time before annual leave. Employees who wish to cash out compensatory time before forty (40) hours may make a request to the Executive Director or designee.

During the term of this agreement either the Authority or the Union may present proposals for flexible work schedules. Such proposals may be implemented upon mutual agreement of both parties.

Section 3. Approval of Overtime. All employees must receive the written approval of their Supervisor and the department administrator or equivalent prior to working in excess of forty (40) hours in any week, or in excess of eight (8) hours a day, except in emergency situations wherein the prior verbal approval of the Supervisor is required.

Section 4. Rest Periods. All employees shall be granted a fifteen (15) minute rest period in the morning and a fifteen (15) minute rest period in the afternoon. Such rest periods shall be scheduled with the approval of the immediate supervisor. If working conditions prevent employees from taking their breaks at the appropriate time, employees shall be provided breaks at the earliest availability opportunity.

Section 5. Personal Emergencies. All employees are expected to observe the assigned working hours and to remain on the job except when absent on official Authority business. If a personal emergency should make it necessary for an employee to leave before the end of the working day, the employee will notify his/her immediate supervisor or the next level supervisor of the need. The Authority may require satisfactory proof of the emergency.

Section 6. Alternate Work Schedule.

A. *Reference: Personnel Policies and Procedures, Alternate work Schedule-Administrative Employees.*

b. (1) Where operationally feasible (given the need for coverage in work units that require direct service to residents or the public) the Authority, at the request of the employee, shall extend the opportunity to employees to work nine (9) days in a two week period (9/80) with the following hours:

Eight (8) days at nine hours, one (1) day at eight (8) hours and one (1) day off.

The employee shall work within the Authority's recognized hours of operation (Monday to Friday from 7:00 a.m. to 6:30 p.m. excluding one-half hour or one full hour for lunch). Supervisors will work with the employee in establishing mutually agreeable starting times. It shall be the supervisor's decision on whether or not to allow an employee to work a 9/80 work schedule. The employee may appeal the supervisor's decision to the next level manager. The next level manager's decision will be final.

c. (2) Once an employee has been approved to work a 9/80 work schedule, the employee must remain on this schedule until he/she notifies their supervisor with a two (2) week written notice.

d. (3) A 4/10 hour work week schedule will no longer be offered to employees. Those employees currently working a 4/10 schedule shall continue to be able to keep this schedule unless determined to be operationally infeasible by his/her supervisor. Once an employee leaves the 4/10 work schedule he/she cannot return to that schedule. If an employee is removed from his/her 4/10 schedule by the supervisor, the employee may appeal that decision to the next level manager. The next level manager's decision will be final.

ARTICLE V. SALARIES AND CLASSIFICATIONS

Section 1. Salaries.

a. During the term of this contract, the Authority shall maintain comparability with the annual increases of the City and County of San Francisco. Such salary increases shall include any pay equity or other equity adjustments granted by the City and County upon verification by the Authority of the equity in job duties, functions, and requirements of the classification or position in question.

b. The salary increase for October 1, 2002 shall be 3.5% for the 2002-2003 fiscal year. Further increases shall apply October 1 and December 25, 3003 for the 2003-2004 fiscal year, and October 1 and December 25, 2004 for the 2004-2005 fiscal year.

c. Classification and Compensation Study. *Reference: Appendix III Agreement.*

Section 2. Rate Ranges. Salary step increases for all employees shall be based on their annual anniversary date as of September 30, 1993. If, during the term of this MOU, an employee voluntarily transfers or promotes to another classification, the salary step increase shall be based on the annual anniversary date in the new classification.

Section 3. Reclassification. The Union has the right to propose reclassification at any time during the life of this MOU. It is agreed that the Authority and the Union shall maintain descriptions setting forth job duties for all classification covered by this MOU. It is recognized that changes in job titles and duties for classifications covered by this MOU may be necessary, and that such changes shall be by mutual agreement of the Union and the Authority.

Section 4. Promotions. An employee promoted, or reclassified to a higher classification shall be paid in the new classification at the rate of at least five percent (5%) above the salary received in the classification from which she/he was promoted or reclassified.

Section 5. Higher Duties. An employee who performs the duties of a higher classification for a minimum of five (5) consecutive days shall be compensated at either seven and one-half percent (7-1/2%) above her/his current classification or at the first step of the higher classification, whichever is greater, not to exceed Step 5 of the higher classification, from the first day of performance of the duties. Said performance of higher duties shall be done only upon prior written authorization of the immediate supervisor, with the approval of the Division Director.

Section 6. Temporary Appointments.

a. A regular (ft/pt or term employee) given a temporary appointment to a higher classification which subsequently becomes a permanent appointment shall be given credit from the date of original appointment for the purpose of seniority.

b. Temporary and term employees will be hired at the sole discretion of the Authority. The Authority and the Union agree that permanent, budgeted positions covered by this MOU shall be filled on a temporary basis only, as needs dictate. In that event, management will make every effort to hire a permanent employee for this position within six months unless, within six months, the position is determined not to be necessary.

c. The Authority, upon request by the Union, will review the temporary position after six (6) months from the date of hire to determine whether the position will be made permanent or determined not to be necessary.

d. Vacation, sick leave and holiday accrual for temporary employees shall be consistent with Authority policy with respect to permanent employees.

e. Medical coverage for temporary employees shall begin after six (6) months of service with the Authority and shall be consistent with the medical coverage policies of the Authority for permanent employees.

f. The Authority will incorporate as policy any improvements made effective by the City and County of San Francisco with respect to temporary employees, with the exception of any health benefits gains in the first six (6) months of employment.

g. Temporary employees shall not be considered as internal candidates, except those covered by Article VIII, Section 7 - Temporary Appointments Made Permanent.

h. Temporary employees with less than six (6) months service appointed to permanent positions shall be placed at the first step of the classification appointed.

i. Temporary employees who are hired into a permanent position shall serve a six (6) month probationary period from the date they were placed into the permanent position.

Section 7. Disclosure. The Authority shall furnish to the Union on a monthly basis the name, date of hire, salary, classification and work location of all newly hired employees subject to this agreement.

Section 8. Work Assignments. Each new employee shall be provided with a written description of his/her job classification, and his/her supervisor shall discuss with the new employee the duties of his/her position as part of the department's orientation.

ARTICLE VI. EMPLOYEE BENEFITS

Section 1. Vacation Leave.

a. Employees shall be allowed to take vacations with the approval of their supervisor, the timing of which shall be determined with due regard to the employee's wishes and with particular regard to departmental needs provided, however, that no employee shall take vacation leave before such leave has been accrued. Employees cannot utilize vacation leave until after thirty (30) days of employment with the Authority. Employees will then be able to take the amount of vacation accrued except that vacation periods shall not exceed the amount of vacation due such employees base on the employee's tenure with the Authority.

b. Vacation credits may accrue as earned, as set out below under subsection 1(e), 2, 3, and 4 under this article.

Employees shall be permitted to exceed the ceilings under Section 1(e) for a limited period of time if the Authority request employee to delay or selection an alternate vacation plan in the best interest of the Authority.

The Finance Department will provide for each employee a bi-weekly leave and earnings statement that will be delivered to the employee each payday. This statement will inform the employee all vacation and leave balances.

c. If holiday, as set forth in this MOU, falls during an employee's vacation, the day shall not be charged against the employee's vacation leave.

d. If an employee becomes ill while on vacation, the period of illness shall be charred against sick leave and not against vacation leave provided that, for periods of illness of over three (3) days, the Authority may require written verification of the illness.

Vacation leave with pay shall be accrued to monthly salaried employees as follows:

1. Vacation leave accruals for regular full-time and part-time appointments start from the date of employment, but an employee cannot use available vacation leave until after thirty (30) days of employment

2. Vacation will accrue based on the following service schedule, proportionate to his/her time base. Accumulation will be capped at 400 hours for all individuals.

1	to	36 months	100 hours annually
37	to	96 months	140 hours annually
97	to	228 months	180 hours annually
Over		228 months	220 hours annually

3. In the case of temporary employees who subsequently become permanent employees, credit for such accrual shall be given for all uninterrupted service from the original date of hire into a temporary potion with the authority.

e. Employees shall be paid accrued vacation leave at the time of separation from employment.

f. Each department head of the Authority shall establish a department vacation schedule prior to June 1st of each year, and employees shall furnish the department head with information concerning vacation preference prior to the establishment of such vacation schedule. The department head shall give due regard to seniority of employees and the needs of the service. Any such schedule may be amended by the department head at any time provided, however, that in the event of a dispute concerning the time assigned to the employee for her/his vacation, the decision of the Executive Director or designee shall prevail with the exception of an emergency situation that requires the immediate presence of an employee. Immediately upon the resolution of the emergency, the employee shall have the right to begin her/his vacation, or to arrange an alternate time for his/her vacation, and the Authority shall make every effort to accommodate the revised vacation schedule.

Section 2. Holidays.

a. Paid holidays under this MOU shall be as follows:

January 1	New Year's Day
Third Monday in January	Martin L. King's Birthday
February 12	Lincoln's Birthday

Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
September 9	Admission Day
November 11	Veterans Day
Last Thursday in November	Thanksgiving Day
Friday After Thanksgiving	
December 25	Christmas Day

Upon adoption of Cesar Chavez Day as a holiday by the CCSF the Authority will recognize this as a holiday.

b. Each employee shall also receive two (2) floating holidays, to be taken at a time mutually agreeable to the Authority and the employee. Floating holidays cannot be utilized until after one hundred and eighty (180) days of employment. If an employee terminates employment prior to the one hundred and eighty-day period, the employee will not be entitled to the use or payout of the floating holidays.

c. In addition to the above holidays, any day declared by proclamation of the Mayor, Governor or President of the United States to be a national day of mourning or celebration, pursuant to Section 6700 (n) of the California Code, shall be treated as a paid holiday, when consistent with the practices of the City and County of San Francisco.

d. If January 1, February 12, July 4, September 9, November 11 or December 25 falls on a Sunday, the following Monday shall be treated as a paid holiday. In the event said holidays fall on Saturday, the preceding Friday shall be treated as a paid holiday.

e. If a holiday falls on an employee's regularly scheduled day off (other than Saturday or Sunday) the employee shall receive an in-lieu-of day off. The employee must take his/her in-lieu-of day off during the week of the holiday or the week following the holiday.

Section 3. Sick Leave.

a. **Definition**: Sick leave is an authorized absence from duty granted an employee who is unable to work because of:

1. Personal illness or injury, childbirth or appointments for medical or dental examination or treatment. Employees shall make every effort to schedule appointments for medical examinations or treatments at the beginning or end of the work shift.

2. When attendance is required for conditions cited in (a) above, the employee may use her/his sick leave to care for medical needs of her/his spouse, domestic partner, child (including adopted, stepchild, and child of domestic partner), parents, brother or sister (including half or step) and the same relations of spouse or domestic partner.

b. Sick leave accruals start from the date of employment but cannot be utilized until thirty (30) days after employment. Employees with less than ten years' service shall accrue sick leave at the rate of thirteen (13) working days per year.

Employees with ten (10) or more years of service shall accrue sick leave at the rate of fifteen (15) working days per year. In the case of temporary employees who subsequently become permanent employees, credit for such accrual shall be given for all uninterrupted service from the original date of hire into a temporary position with the Authority.

c. Employees may accumulate sick leave to a maximum of one hundred thirty (130) days. The Administrator of Finance will provide each employee with a leave and earnings statement each pay period that will show all accrued sick leave and available balance.

d. Voluntary Leave Exchange for Serious Illness.

1. The Authority agrees to establish and administer a sick leave hours bank for use by eligible employees who have sustained a serious injury or are suffering from a serious illness.

2. Eligibility to use serious sick leave hours:

a. Current SFHA employee.

b. Must in the alternative (1) have 96 hours of accrued sick leave at the time of onset of serious illness/injury or (2) have previously donated hours to the serious sick leave hours bank or (3) successfully petition for waiver for good cause.

c. Suffering from a medically verified serious illness/injury.

d. Provide on-going medical certification of eligibility as requested.

3. Eligibility to donate hours:

a. Donations must not take employee below 96 hours of accrued sick leave.

b. Donations must be in increments of 8 hours, voluntary and irrevocable.

4. Coercion with respect to soliciting the donation of hours and fraud with respect to use of sick leave bank hours are grounds for discipline.

5. Any disputes regarding eligibility to use the serious sick leave bank shall be resolved by the Executive Director or designee, whose decision shall be final.

e. <u>Administration of Sick Leave.</u> Sick leave remaining to the credit of an employee upon the effective date of retirement for service or disability or upon the date of separation caused by industrial accident, shall be disposed of as set forth below:

1. **Upon retirement or separation on account of industrial accident**: Employees hired on or before September 30, 1984 shall be paid for the unused period of accumulated sick leave at the base rate of pay excluding overtime or premium rates and provided that such payments shall be limited to a maximum accrual of one hundred and thirty (130) days.

2. **Upon death**: The estate of such deceased employee shall be paid for the unused period of accumulated sick leave at the base rate of pay excluding any overtime or premium rates and provided that such payments shall be limited to a maximum accrual of one hundred thirty (130) working days.

f. Reimbursement of Vested and Unused Accumulated Sick Leave With Pay Credits Balance.

1. An employee who has accumulated unused sick leave with pay credits and who has completed the service requirement on or before the effective date of this MOU, but in an amount not to exceed one hundred thirty (130) days, shall upon the effective date of retirement, or disability, or upon date of separation caused by industrial accident or upon date of death, be reimbursed for the accumulated sick leave with pay credit balance.

2. If an employee is absent on paid leave and a holiday occurs during such absence, the day shall not be charged against sick leave credits.

3. Reimbursement for the vested and unused accumulated sick leave with pay credit balance shall be payable at the time of retirement, separation caused by industrial accident or death, or at a later date, when so elected by the employee (or her or his estate), within one year of such retirement, separation or death.

4. The enactment of this section is not intended to constitute additional compensation, nor to be part of the rate of pay to employees, but is reimbursement for the vested and unused accumulated sick leave with pay credit balance to which employees would have been entitled had they not retired or separated due to industrial accident or death.

Employees hired after September 30, 1984, will not be eligible for reimbursement of unused sick leave with pay credits upon their retirement or separation from the Authority due to disability or death.

In those cases of suspected abuse of sick leave with pay, the Authority may require medical verification of any illness, beginning with the third consecutive working day of such illness, or medical verification of any illness or health care related appointment during working hours.

Section 4. Bereavement Leave. Bereavement Leave is defined as follows:

a. Absence because of the death of an employee's spouse, domestic partner, child (including adopted, stepchild and child of domestic partner), parents, brother or sister (including half or step) and the same relations of spouse or domestic partner, legal guardian or any person who is permanently residing in the household of the employee.

Such leave shall not exceed three (3) days and shall be taken within thirty (30) calendar days after the date of death; however, two (2) additional working days shall be granted for bereavement leave if travel outside the Bay Area of over seventy-five (75) miles is required as a result of death.

b. Absence because of the death of other relatives. Leave shall be for not more than one (1) working day; however, two (2) additional working days shall be granted if travel outside the Bay Area of over seventy-five (75) miles is required as a result of the relative's death.

Section 5. Workers Compensation - State Disability Insurance Integrated With Sick Leave.

a. When an employee has suffered a work-related injury, the difference between workers' compensation benefits and the employee's gross salary will, at the request of the employee, be made up by utilizing unused accrued sick leave. The payroll unit shall compute the number of hours needed and will make the necessary adjustments. The employee shall be required to provide the payroll unit biweekly verification of workers' compensation payments received. Failure to provide verification to the Authority within 30 days will result in the discontinuance of integration of sick leave with workers' compensation. Before the Authority can process any request for integration of sick leave with workers' compensation benefits, the employee must sign an agreement to allow any overpayment of benefits to be recovered by the Authority from his/her future payroll checks.

b. In the event an employee has exhausted his/her accrued sick leave, and upon approval of the workers compensation claim, the following will occur:

The Authority will advance the employee sick leave hours, as needed, up to a maximum of thirty (30) calendar days for the purpose of integrating the sick leave with workers compensation benefits; the purpose is to ensure that the employee will receive one-hundred percent (100%) of his/her daily wage, when adding the workers compensation and sick leave together. Upon return to duty the sick leave hours advanced to the employee will be credited back to the Authority, as the employee earns his/her sick leave hour (Not to exceed two (2) occurrences per fiscal year).

c. When an employee uses accrued sick leave credits to supplement disability payments for workers' compensation, sick leave with pay credits shall be thereafter earned at the rate of two (2) times the regular rate until the amount of sick leave credits used to supplement disability payments for workers' compensation is made up.

d. The Authority shall supplement State Disability payments by using any unused accumulated sick leave benefits to bring employees up their regular weekly salary. The Payroll Office of the Authority shall compute the number of hours needed and will make the necessary adjustments. Employees shall be required to mail to the Authority copies of their award letters verifying the amounts of State Disability payments.

Section 6. Education Leave.

a. Subject to the needs of the Authority as determined by the Department head and the Executive Director or designee pursuant to individual education plans, the Authority may

provide educational leave with or without pay. Educational cost shall be reimbursed under the following conditions.

b. The Authority shall reimburse employees for seventy-five (75%) of cost for tuition and books for all prior approved job-related courses successfully completed with a Grade of "C" or better for undergraduate coursework and a passing Grade of "B" or better for all approved graduate coursework by full-time regular employees with at least one year of service on active work schedules who are taking courses on their own time. A maximum reimbursement for all courses taken in any one calendar year is two thousand dollars ($2,000.00). If such a course is available to an employee only during working hours, the Authority shall permit time off without loss of salary. Any disagreement as to whether or not a course is job-related shall be subject to the grievance procedure.

c. The Authority agrees to develop in cooperation with the Union a policy for attendance, during working hours where necessary, by Authority employees at seminars and formal courses and agrees to reimburse the costs of such attendance, upon evidence of successful attendance or completion of such seminars and formal courses, provided that the Authority shall pay expenses in advance for all seminars, workshops and formal courses at which the Authority requires attendance.

d. Training. The Housing Authority will provide orientation to all new bargaining unit employees which could include:

- An introduction to the Management Information System (MIS) provided by the MIS department
- An introduction to other departments
- Training of the employee's job duties provided by the employee's immediate supervisor, peers and/or other qualified employee in a higher position

Section 7. Witness or Jury Duty Leave. An employee who is summoned as a witness or juror for a judicial proceeding shall be entitled to leave with pay less any payment received for services performed as a witness or juror.

Section 8. Childcare/Maternity Leave. In accordance with California State Law, maternity leave shall be granted without pay for a maximum period of one hundred and twenty (120) days. The Authority shall make every effort to keep an employee's position open during the period of maternity leave. However, no guarantee can be made that the same position shall be available at the time the employee is scheduled to return to active service. In such instances, the Authority shall, in good faith, attempt to place the employee in a comparable position.

Section 9. Military Leave. The Authority will grant military leave in accordance with the California Military and Veterans Code Chapter 7, Section 389-398. Full information on the provision of this law shall be provided to employees by their supervisors or the Human Resources Department.

Section 10. Voting Leave. An employee shall be allowed to leave, with pay, for up to two (2) hours at the beginning or end of the workshift on a recognized state or national election day for the purpose of exercising her/his voting rights. The department manager shall be responsible for scheduling such leave, based on seniority, to ensure adequate staff coverage.

Section 11. Voluntary Time Off. The Authority agrees to establish and administer a Voluntary Time Off (VTO) Plan for use by eligible employees. VTO shall be used only for time an employee would have otherwise worked, not as a substitute for other forms of leave. The use of VTO is proposed with the following elements.

a. Conditions: The Authority/department head may grant an employee VTO (unpaid leave of absence) without pay with the right to return to the same classification, subject to the following conditions:

1. An eligible employee is one who has a minimum of one (1) year of continuous service.

2. VTO may be taken in increments of at least one full hour. The maximum VTO shall equal six (6) pay periods, or 480 hours per fiscal year.

3. The VTO program shall be available as designated by the Authority during the life of the contract.

4. VTO shall be available to employees by voluntary pledge, upon reasonable request and subject to advance approval by the Agency/department head, and effective upon mutual agreement between the employee and the agency/department head.

5. VTO shall not exceed the total number of hours that the employee would have worked but for the VTO leave.

6. Employees shall continue to accrue sick leave, vacation benefits that the employee would have received but for the VTO leave.

The Authority shall pay the employer contribution of medical, dental/vision and life insurance for VTO participants. The employee shall only be eligible to receive those medical, dental/vision and life insurance benefits that he/she would have been eligible to receive but for the VTO leave.

7. VTO shall apply toward time in service for step advancement.

8. VTO shall be granted without requiring employees to first use accumulated vacation and sick leave.

9. VTO shall be available only to employees who are in paid status the entire workday before the beginning of the VTO as well as the entire workday after the completion of the VTO prorated for part-time employees. With the approval of the Agency/department head, an employee may take vacation or compensatory time off prior to using VTO.

10. VTO shall not be considered paid leave for purposes of determining overtime eligibility.

b. Notice/Timetables: Eligible employees shall be notified of the VTO program upon adoption.

c. Payment: To participate in VTO, en employee's wages will be reduced for time off in the employee's next paycheck.

Example: If four days are taken from November 16 through November 29, the four days would be reflected on the December 6 paycheck.

d. Agreement to Support: The parties agree that:

1. Employee participation in the VTO program is subject to approval by the Agency/department head.

2. Processing VTO Requests: Giving consideration to the various levels of departmental review, employees will submit VTO requests thirty (30) calendar days prior to the requested start date of the leave. A final departmental response (approval or denial) will be given the requesting employee no later than ten (10) calendar days from the date the request is received by the employee's supervisor.

3. The VTO appeals procedure: Requests that are denied by the department head may be submitted by written appeal to the Labor Management Committee which will forward its recommendation to the Executive Director or designee. The Executive Director or designee will issue a final decision in the matter within ten (10) calendar days of receipt of the appeal by the Labor Management Committee.

Section 12. Leave Without Pay. Leave without pay may be approved for a period of up to twelve (12) months within any two (2) year period. On the approval of the Executive Director or designee, leave without pay may be extended beyond a twelve (12) month period in the best interest of the Authority.

Requests in writing for leave without pay for not more than thirty (30) calendar days may be granted by an employee's supervisor with the approval of the Executive Director or designee. Requests for leave without pay for more than thirty (30) calendar days shall be made in writing. The request will be submitted to the employee's supervisor and will require the endorsement of the Executive Director or designee.

Section 13. Unpaid Leave for Employment as an Employee Organization Officer or Representative. Leave for employment as an Employee organization officer or representative is defined as leave:

a. To serve full time as an officer or representative of an employee organization whose membership includes Authority employees, or

b. To attend a convention or other type of business meeting of an employee organization as an officer or delegate of the employee organization.

Leave for permanent employees may be approved for the duration of such services by written request, at least thirty (30) days prior to the commencement of the leave to the Executive Director or designee.

Section 14. Insurance.

a. The Authority will maintain present hospital, medical and surgical care programs through the Public Employees Retirement System (PERS).

b. The Authority shall continue to maintain its contribution toward employee only or employees plus dependent hospital, medical and surgical care programs to eighty percent (80%) of the premium.

c. Employees shall be notified of any increases in health care premiums by the Authority within five (5) working days of receiving notification of such increases from the carrier.

In the event the Authority must collect for increases in health care premiums retroactively, the amount which must be collected will be deducted from the employees' paychecks in increments of twenty-five percent (25%) per pay period until such time as the full amount to be collected has been paid.

The Authority shall continue the present level of health coverage for all employees on leave without pay when such leave is due to illness or injury.

d. Effective July 1, 1997, the Authority shall increase its present program of life insurance for employees to provide benefits equal to two (2) times the employee's gross annual salary; rounded up to the next $1000; $150,000 maximum; $50,000 minimum. Regular full time employee coverage begins the first month after the date of hire.

e. Representatives of the Union and the Authority shall meet and confer prior to such times as any health plan contract affecting members of the Union shall be renewed or renegotiated by the Authority. Such representatives may consider and shall endeavor to reach agreement on an alternate package and/or alternate insurance carriers.

f. The Authority agrees to continue to provide personal liability insurance coverage for employees driving Authority vehicles on Authority business. It is the Authority's policy that employees shall not use their personal vehicles on Authority business.

The Authority reserves the right to demote or terminate, as appropriate, an employee who as part of his/her job responsibilities, must operate an Authority vehicle but who does not possess a valid California driver's license or is deemed uninsurable by the Authority's insurance carrier.

g. **Dental Coverage**. Effective October 1, 1999, the Authority will continue to provide dental insurance coverage for all Authority employees and their dependents. Such coverage shall include no co-payment, except that prosthodontics coverage shall be subject to 80/20 co-payment and orthodontics coverage shall be subject to 50/50 co-payment and a $2500 lifetime maximum. The plan shall also include a one-time $50 deductible and a $2000 per patient per year maximum payment. The Authority will continue the present dental coverage with Delta Dental Plan at one hundred percent (100%) of the premium cost paid by the Authority. Regular full-time employee coverage begins the third month after the date of hire.

h. **Optical Plan**. Effective , July 1, 1997, the Authority will provide a no deductible optical insurance plan for all Authority employees and their dependents. Such coverage shall include a free examination and lenses every twelve (12) months and frames every twenty-four (24) months, per employee. Regular full-time employee coverage begins the first month after date of hire.

Section 15. Retirement. The contract between the Authority and the Public Employees Retirement System (PERS) shall be maintained, as shall the contract between the Authority and the Social Security Administration. Additionally, the Authority agrees to commission a joint labor/management committee to review the Authority's contract with PERS to recommend modernization modifications every five years.

a. During the life of this Memorandum of Understanding earnings may accrue to the Authority by reason of a reduction of the Authority's contribution to PERS. Should there be any savings accruing to the Authority by reason of a reduction of the Authority's contribution to PERS, the Authority shall notify the Union and meet with the Union to consider the possibility of a redistribution of said savings toward an alternate benefit.

b. Effective upon approval by the Public Employees' Retirement System, the Authority agrees to modify the PERS pension plan to provide that pension benefits shall be computed on the basis of highest year compensation.

c. As agreed to in April, 1999, the Authority shall provide 2% @ 55 retirement offered by PERS.

d. The Authority shall make payments to PERS, on the employees' behalf, according to the following schedule:

October 1, 2003	shall pay	2.0%
April 1, 2004	shall pay	1.0%
October 1, 2004	shall pay	1.0%
April 1, 2005	shall pay	1.0%
September 30, 2005	shall pay	2.0% or full pick-up

e. The parties agree that the Authority Commission shall adopt and place on file with CalPERS a resolution to be effective January 1, 2004 revising the bargaining unit retirees' medical premiums.

1. January 1, 2004, the Authority will pay 45% of the cost of the medical premium for all retirees.

2. January 1, 2005, the Authority will pay 80% of the cost of the medical premium for all retirees.

Section 16. Bilingual Compensation. Employees who are required in the course of their work to translate to and from a foreign language shall be paid a differential equal to the bilingual compensation rate in effect for the City and County of San Francisco. A minimum of twenty (20) hours of such work performed in a calendar month shall constitute qualification for such additional compensation for full-time employees. For part-time employees, compensation shall be prorated.

Section 17. Mileage Reimbursement. The Authority will maintain comparability with the mileage reimbursement provision of the City and County of San Francisco and will immediately incorporate as Authority policy and changes made effective in said City and County provision. The Authority may require the possession of a valid California driver's license in its job classifications where as a condition of employment requirement of such license was so stated in the pre-employment specifications. To the extent operationally feasible, the Authority in its

sole discretion will attempt to assign at least one (1) fleet vehicle to each property management office.

Section 18. Compensatory Time. In the event of layoff, termination or resignation the employee shall be compensated for all unused compensatory time on his/her final paycheck.

Section 19. Damage to Personal Property. The Authority shall compensate employees for damage and theft of personal property which occurs during working hours provided that such property is required in the performance of the employee's job duties and such personal property is placed under the care and responsibility of the Authority.

Section 20. Casual Day. Employees whose job responsibilities do not include meeting the public will have the option to wear professionally casual attire every Friday.

Section 21. Family Care Leave. *Reference: Personnel Policies and Procedures, Leaves and Time Off With or Without Pay*

Section 22. Parental Release Time: Employees with school age children shall be granted paid release time to attend parent /teacher conferences of up to eight (8) hours per school year. Employees must notify their supervisor not less than 24 hours in advance. Employees must provide their supervisor documentation showing proof of the parent/ teacher conference prior to the release time being granted.

Release time shall be used on an "as needed" basis for parent/teacher conferences only. Release time not needed and used during the year will not carry over to the following year.

Section 23. IRC 125 Plan: The Authority has previously had Colonial Life conduct interest campaigns for IRC 125 to no avail. The Authority would be agreeable to a joint SEIU 790/Authority committee made up of 2 representatives from each side to explore with Colonial Life any interest among the Housing Authority's employees in instituting an IRC 125. There are administrative costs in maintaining an IRC which will need to be negotiated with the Union.

Section 24. Voluntary Reduced Work Week Program: Employees in any classification, subject to the approval of the supervisor, may voluntarily elect to work a reduced week for a specific period of time. Such reduced work week shall not be less than twenty (20) hours per week nor for less than three (3) continuous months during the fiscal year. Pay, vacation, holidays and sick pay and any other benefits shall be reduced in accordance with such reduced work week.

ARTICLE VII. SENIORITY

Section 1. Seniority Defined. Seniority is defined as the length of continuous employment with the Authority. Seniority shall be retained but shall not accrue during any period of leave without pay except as provided herein:

a. There shall be no break in seniority when an employee has been laid off.

b. An employee who is absent from work due to work-related illness or injury shall continue to accrue seniority during the period of such work-related illness or injury.

c. Employees on maternity leave shall continue to accrue seniority to the first one hundred and twenty (120) days of absence. Any adjustment in the anniversary date shall commence from the one hundred and twenty-first (121st) day of absence.

d. Right of seniority is abrogated by the employee and the Union in the following cases:

(1) Voluntary Resignation;
(2) Discharge for cause;
(3) Failure to return to work upon recall from layoff, and/or
(4) Layoff exceeding twelve (12) months duration without recall, Consistent with Article X. Section 5.

e. The seniority recall list shall be null and void after twelve (12) months from the date of layoff. Seniority shall not accrue during the time an employee is on the recall list.

f. The Authority shall provide written notification of any posted 790-represented position by means of U. S. Postal Service, to all former employees who have been subject to layoff within the previous twelve months. Copies of said notification shall be provided to Local Union 790.

Section 2. Seniority During Absence. For purposes of calculating an employee's anniversary date for movement on the salary range there shall be no adjustment of anniversary date until the ninety-first (91st) day of absence. However, an adjustment will be made on accrual rate of vacation and sick leave if the employee has been on leave of absence without pay for more than ninety (90) days in a calendar year.

ARTICLE VIII. APPOINTMENTS

Section 1. Posting of Vacancies In-House. Announcement of vacancies in permanent positions and in new positions shall be posted for at least five (5) working days within the Authority if there is no existing eligibility list with three or more candidates. The job posting shall provide the qualifications, dates, duration of the eligibility list and other particulars regarding the position announced. The Union shall be notified promptly in writing of the posting of all positions in their jurisdiction. Internal candidates will be pre-screened by the Human Resources Division to insure that the posted requirements are met before candidates are granted interviews. Qualified residents may compete with internal candidates. All candidates will be advised as to the status of their candidacy prior to the interviewing of outside candidates.

For job classifications where there is no current eligibility list with three or more candidates, the job announcements will clearly indicate that the Authority will be accepting, applicants for the job classification (not just the current opening), and that qualified applicants will be rated by the interview panel and placed on an eligibility list which will be used to fill future openings in the job classification pursuant to the Rule of Three during, the next nine (9) months.

Section 2. Insufficient Internal Candidates. In the event that there are an insufficient number of internal applications and/or the Authority determines that the internal candidates do not meet the posted requirements for the position or the internal candidates are not recommended by the interview panel, the Authority will notify the internal candidates in writing of its determination not to continue with their candidacy prior to proceeding with the interviewing of outside candidates. The Union Business Representative will be notified of internal candidates

who are not recommended for continuance in the selection process. Internal candidates who do not meet the posted requirements for the position may, upon request, obtain a written description from Human Resources Division of the specific requirement(s) which they fail to meet. Such decision may be appealed to the Executive Director or designee whose decision shall be final and binding.

Section 3. Rule of Three Rankings.

a. For positions covered by this MOU, the Director of Human Resources or designee shall convene an interview panel consisting of not less than three members, one of whom shall be a representative from the bargaining unit. The panel shall consist of a ratio of 2-1, 3-1, or 5-2. Whenever possible interview panelists shall have at least three (3) days advance notice of the convening of such panel. The interview panel will interview and score applicants based on an overall assessment of education and/or training, experience and qualifications, attendance and performance where applicable, scoring on a written and/or oral exam, and other relevant criteria. Each panel member shall complete one rating sheet per candidate. Candidates scoring above a specific minimum level will be recommended for placement on an eligibility list.

b. The interview panel will provide each panelist's rating sheet to the Director of Human Resources or designee. The Director or designee will provide a composite ranking of each candidate and establish an eligibility list. The list of recommended eligible candidates should be posted within the Human Resources Division within three (3) working days following receipt of the rating sheets from the interview panelist. The list will remain valid and active for nine months and may be extended beyond that period at the discretion of management.

c. The Director of Human Resources will provide to the hiring manager the top three names on the eligibility list. (If there are three (3) candidates who receive a score of 100 and one candidate with a score of 99 and 1 candidate with a score of 98 the hiring manager may interview all five (5) candidates.) Management may interview and select from the qualified candidates or not fill the position(s). If there are fewer than three candidates on the eligibility list and the eligibility list is supplemented before the initial expiration date, the eligibility of the remaining candidate(s) will be extended to the end of the new expiration date.

d. Candidates who are on the eligibility list but who are unavailable to participate in the interview process and/or not available to begin work at the time the position is ready to be filled will be considered to have refused an offer. Candidates can refuse up to two offerings before their names are removed from the eligibility list. Prior to the expiration of the eligibility list, thirty (30) calendar days notice shall be given to remaining eligible and the Union. Upon expiration of the list, all candidates' names will be removed and the hiring process will again open to new applicants. There are no guarantees of selection and no preference given to those candidates who were on a list but not hired before the expiration of that list.

Section 4. Request for Upgrading. Any employee in this jurisdiction may request upgrading at any time by writing the Director of Human Resources or designee. Requests shall be acknowledged in writing within seven (7) working days and answered in writing within thirty (30) working days.

Section 5. Unfilled Posted Vacancies. If a posted vacancy is not filled within one (1) month after the closing date for the receipt of applications, internal candidates who meet the minimum qualifications shall be advised of the reasons therefore while a position remains vacant. It is agreed that the other employees in the work unit shall not be assigned unreasonable work loads.

Section 6. Requests for Transfer. An employee may request a voluntary transfer by submitting a written request for consideration to his/her Division Director describing the reasons for such request. The Division Director will provide a decision which shall be final and binding. In those cases where the transfer affects another Division, approval must be obtained by the employee's present Division Director and by the Division Director to whom the opening is assigned.

Section 7. Temporary Appointments Made Permanent. When a temporary appointment is moved to permanent status, the internal hiring process must be followed, to include the posting of said position internally. All temporary employees working in the posted job classification and all temporary employees whose current or prior duties are substantially encompassed in that job classification, shall be considered internal candidates. Temporary employees shall have a sixty (60) day grace period after layoff to apply for positions as internal candidates.

Section 8. Probationary Period. All regular appointees, upon initial appointment, serve a six month probationary period. Employees rehired into a regular position after a break in service must serve a new probation period, unless rehired from a recall list. In addition, employees appointed to their first supervisory position will serve a six month probationary period. An employee has the right to return from his/her probationary supervisory position to his/her previous or a comparable class position. The probationary period specified above may be extended in three month intervals for a maximum of an additional six months when the employees performance or conduct come into question during the initial or extended probationary period. Probationary employees may be terminated at any time, with or without notice and have no right to grieve the termination. Temporary and Term appointees are at-will employees who must, as a condition of employment, sign an employment agreement spelling out the terms and conditions of their appointments. These employees do not serve a probationary period and may be terminated at any time under the terms of their employment agreement.

ARTICLE IX. LAYOFFS

Section 1. Notice of Layoff. Seniority by classification will apply in cases of layoffs, demotions, and rehires. The Authority shall give as much notice as possible, but employees with less than ten (10) years of service shall be given thirty (30) calendar days. Employees with ten (10) years or more service shall be given sixty (60) calendar days notice. The Authority may provide the commensurate working days in pay and benefits in lieu of the notice specified above. Notice of layoff shall be in writing and shall contain the reason or reasons for layoff, an explanation of the employee's right to choose demotion in lieu of layoff, and a statement of the rules governing layoff lists and recall rights. Upon receipt of such notice, the employee shall have four (4) working days to decide whether or not to exercise seniority rights. Failure to invoke the request to demote will waive all future rights to demotion in lieu of layoff.

Section 2. Seniority Bumping Rights. An employee with greater Authority seniority may bump an employee with less seniority in the same classification, or in a lower classification in the same classification series. In addition, an employee may bump an employee with less

seniority in a lower classification not in the same classification series if she/he has worked six (6) months in the lower classification and has maintained her/his skill level. A temporary or term employee may not bump a regular permanent employee, regardless of her/his seniority.

Section 3. Recall Lists. The Authority will provide the Union with a written recall list within thirty (30) days of general layoff. The Union shall receive a copy of any recall letters.

Section 4. Recall from Layoff. On recall from layoff, the employee shall be returned to the classification she/he held at the time of layoff. If conditions have so changed that it is not feasible to reinstate her/him to the same classification, she/he shall be reinstated in a classification that is as nearly comparable under the circumstances, including closely related lower classifications when vacant and the employee has the required skills and qualifications.

Section 5. Recall Rights and Obligations. The foregoing layoff rights shall be an absolute right of each employee within twelve (12) months following layoff. During that time the Authority shall make reasonable efforts to contact an employee eligible for recall before offering an available position to another person. Such effort shall include notification in writing by U. S. Postal Service, to the last address of record.

Section 6. Alternatives to Layoff. If layoffs in Local 790's jurisdiction are contemplated, the Authority shall notify the Union within ninety (90) days if possible, but no later than twenty (20) days prior to the date of actual layoff. The Union has five (5) days after receiving notice to request a meeting with the Authority to meet and confer on the necessity for, impact of, and alternatives to such layoffs. The Authority agrees to submit any alternative to the layoff(s) that the Union proposed to the Executive Director, or designee. The Union recognizes that the Authority continues to operate under austere budget conditions and that layoffs are generally in response to budgetary constraints and agree it will not unreasonably delay decisions to implement either the contemplated layoff or effective alternatives.

ARTICLE X. PERFORMANCE AND DISCIPLINE

The Authority shall administer a performance appraisal system in order to ensure that employees, regardless of employment status, receive regular feedback regarding their performance. However, the performance appraisal system shall have no bearing on any salary increases to which employees may be entitled.

Section 1. Probationary Employees. The performance of each probationary employee will be evaluated twice, at three (3) month intervals from the date of hire. Any employee who receives an "Unacceptable" rating on either probationary performance appraisal will be terminated immediately. Any employee receiving a "Development Needed" rating on the first probationary performance appraisal will be given three (3) months to achieve a "Standards Achieved" rating. If a "Standards Achieved" rating is not achieved, the employee will be terminated at the end of the probationary period.

Any employee receiving a "Development Needed" rating on the second probationary performance appraisal will have the probationary period extended for an additional three (3) months. If a "Standards Achieved" rating is not achieved, the employee will be terminated at the end of the probationary period extension.

Probationary employees who receive an overall evaluation of "Standards Achieved" or better will be advanced to regular employment status, but will not be eligible for step increases until they have completed one year of service with the Authority.

Probationary employees shall not be subject to the "just cause" rights of the MOU. However, probationary employees may appeal release of discipline on grounds of discrimination as provided in Article III, section 1.

Section 2. Regular (Non-Probationary) Employees. The performance of each regular employee will be evaluated annually on the employee's anniversary date. In addition, the performance of each regular employee who is transferred or promoted to a new position will be evaluated twice, at six (6) month intervals, during the employee's first year in the new position. Employees involuntarily transferred shall have a six (6) month training period in the new classification.

Any regular employee who receives an overall evaluation of "Unacceptable" or "Development Needed" will receive additional performance evaluations at three (3) month intervals until such time as the employee's performance reaches the satisfactory level or termination proceedings are begun. An employee receiving an "Unacceptable" rating will be given six (6) months to achieve a satisfactory level of performance before being terminated.

Section 3. Term and Temporary Employees. The performance of each term or temporary employee will be evaluated twice, at the midpoint and end of his/her assignment with the Authority.

Any term or temporary employee who receives an overall rating of "Unacceptable" or "Development Needed" on the midpoint performance appraisal will be terminated. Any term or temporary employee who receives an "Unacceptable" or "Development Needed" rating on the final performance appraisal will not be allowed to undertake future assignments with the Authority.

Section 4. Appeal Procedure. An employee may appeal a performance appraisal to the next line supervisor and following that, to the Human Resources Director or his/her designee. The Human Resources Director or designee shall hold a meeting with the employee and a representative of the employee's choice within ten (10) working days of receiving the appeal.

An employee shall have the right to submit a written rebuttal to any performance appraisal. Such rebuttal shall be submitted within thirty (30) days of receipt of the appraisal and shall be placed in the employee's personnel file.

Section 5. Performance and Discipline. The Authority may establish reasonable rules and regulations concerning the conduct and performance of employees. The Union shall be given prior notice of the establishment of such rules and regulations and shall be afforded a reasonable opportunity to discuss them. Such regulations so established shall be conspicuously posted.

In the event a worker's performance or conduct is unsatisfactory or needs improvement, informal counseling shall be provided by the worker's first level supervisor. Documentation of such counseling shall be given to the worker as it is developed. Such documentation shall not be placed in a worker's personnel file. When the situation allows counseling, counseling shall be used prior to any unfavorable reports being issued.

If informal counseling is not successful, an employee shall be notified in writing of her/his lack of performance; such notice shall contain an explanation of her/his lack of performance, with a directive as to what specific action should be taken to correct the problem. A copy of such notice shall be sent to the Union.

The Union shall be notified when employees are disciplined, suspended or discharged. All disciplinary actions shall be subject to appeal as provided in the Grievance Procedure. The employee will be notified of disciplinary action within a reasonable time (generally within thirty (30) working days) after the Authority has completed any investigation and determined that discipline is appropriate. The Authority shall defer disciplinary suspension or dismissal until the remedy provided in Level Two of the Grievance Procedure has been exhausted, EXCEPT in cases involving the threat of violence or actual violence toward either persons or property, other than self-defense, or an act to impede a proper investigation of the facts by the Authority.

If an employee is charged with other serious misconduct that in the judgment of the Executive Director prevents the employee from performing her/his duties or disrupts the conduct of the Authority's business at a work site, the Authority may remove the employee from the work site immediately. This clause is administered in good faith and with discretion.

In the event a grievance is invoked and upheld through the grievance procedure, the dismissed or suspended employee will be entitled to back pay, seniority, expungement of the records and other rights.

Section 6. Unauthorized Absences; Voluntary "Quit". Employees absent from duty for more than two (2) working days without having reported in, or without having received proper authorization, or without having been granted a leave of absence as defined in Article VI, Sections 1-7, or without having presented satisfactory evidence that they were unable to report, shall be deemed to have voluntarily resigned and will be so notified in writing by their supervisor with copy to the Union.

Such voluntary resignation shall be subject to appeal under the Grievance Procedure for permanent employees. Employees in other categories may appeal to the Executive Director or designee, whose decision is final and binding. Appeal under the Grievance Procedure shall be initiated by permanent employees in writing to their immediate supervisor within five (5) calendar days of the date of receipt of the written notification of voluntary resignation from the supervisor. Employees in other categories shall make written appeal to the Executive Director or designee, within five (5) calendar days of the date of receipt of notice of voluntary resignation from their supervisor.

Failure by the employee to appeal within five (5) calendar days of receipt of notice of voluntary resignation shall result in said employee's separation from the Authority with no further recourse.

The Authority and Union shall make good faith efforts to provide information to the employees whose absence is due to illness, including emotional problems, alcoholism or drug addiction to appropriate programs.

Section 7. Drug-Free Work-place. *Reference: Personnel Policies and Procedures, Drug-Free Workplace*

ARTICLE XI. GRIEVANCE PROCEDURE

Section 1. Grievance Defined. A grievance is any dispute, complaint, problem, issue or question arising under the terms of this Agreement. A grievance may be raised by an employee as to her/his specific problem in writing or by the Union or the Authority as to the general matters. The parties hereto agree that the purpose of the grievance procedure is to improve employer-employee relations and to provide a method whereby any grievance may be resolved in an expeditious and orderly manner. The parties shall use their best efforts to resolve grievances in specific problems at the first step of the grievance procedure. Unfair Labor Practices shall be referred directly to Level Three.

Section 2. Time Limits. Time limits as specified below may be waived by express mutual agreement between the parties. Grievances resulting from disciplinary action proposed or effected shall be considered waived and abandoned if the Authority or the Union fails to follow prescribed procedures or adhere to time limits. All other grievances shall progress to the next step if appropriate supervisory personnel fails to respond within stipulated time limits.

Section 2. Grievance Procedure.

a. Pre-Grievance Process. Not later than the tenth (10th) full working day following an alleged grievance, the employee and/or her/his representative shall explain, orally, the grievance to the employee's immediate supervisor. The supervisor shall reach a decision and communicate it orally to the employee and/or her/his representative within five (5) working days of being told of the grievance.

b. Level One. If the employee is not satisfied with the decision rendered, she/he or his/her representative shall submit the grievance in writing within five (5) working days to the Division Chief or designee. The Division Chief or designee shall notify the employee and/or designated representative in writing of the decision and the reasons within five (5) working days from the date of the presentation of the grievance.

c. Level Two. If an unsatisfactory answer is received by the employee and/or her/his representative, the grievance may be referred in writing to the Executive Director or designee within five (5) working days after receipt of a decision from the Division Chief or designee.

The Executive Director or designee shall review all pertinent information and relevant facts regarding the grievance and communicate in writing a decision to the employee and/or designated representative within five (5) working days.

Final appeal by an employee, *if on probationary status,* shall be to the Executive Director or designee. The decision of the Executive Director or designee shall be final and binding.

d. Level Three. In the event that the Union and/or employee is not satisfied with the decision rendered by the Executive Director or designee, any remaining unresolved disputes shall be submitted to an impartial arbitrator mutually acceptable to the Authority and to the Union. The grieving party shall provide the Authority with a written notice of the request for arbitration within thirty (30) days from the date the Level Two decision is rendered. The decision of the Arbitrator shall be final and binding. The Union and the Authority agree that once the other party has been notified that Level three has been

invoked, the moving party will notify the other party within thirty (30) days whether or not it intends to proceed, by beginning the process of selecting an arbitrator.

The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, they shall request a list of five (5) arbitrators from the American Arbitration Association. Upon receipt of such a list, the parties shall alternately strike one (1) name from the list until one (1) name remains. The party striking the first name shall be determined by the flip of a coin.

Except when an agreement of the facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider the evidence submitted by the parties; to make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall have no power to amend this agreement or to recommend such amendment.

All fees and expenses of the arbitrator and of a reporter shall be borne equally by the parties to the grievance.

ARTICLE XII. UNION SECURITY

The Union affirms that it is required and agrees to provide equal employment representation for all members of the Bargaining Unit regardless of membership status. The provisions of this section may be terminated by a majority vote of employees in the Bargaining Unit as provided in Government Code Section 3500, et al.

Section 1. Union Membership and Dues. The Authority and the Union affirm the principle that harmonious labor/management relations are promoted and furthered when there is the broadest possible Union membership of employees in the representation unit. Employees in classifications covered by the terms of this MOU shall, as a condition of continued employment, and, in case of a newly hired employee, within thirty (30) calendar days of her/his employment, execute a payroll deduction authorization form as furnished by the Union, and thereby become and remain a member in good standing the Union; or execute a payroll deduction authorization form as furnished by the Union, and thereby pay to the Union an initial fee equal to the regular monthly Union dues; or, in the case of an employee who certifies she/he is a member of a bona fide religion, body or sect which historically has held conscientious objections to joining or financially supporting public employee organizations, execute a payroll deduction authorization form as furnished by the Union, and thereby pay sums equal to Union dues, initiation fees, or service fees to a charitable organization elected from a list of at least three (3) organizations provided by the Union.

Failure to complete the payroll deduction authorization form in one of the manners mentioned above, within thirty (30) days of employment, shall result in automatic deduction of an initial fee equal to the regular initiation fee and, thereafter, a monthly service fee equal to the regular monthly Union dues.

Union membership dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For he administrative convenience of the Authority and the Union, an employee may only revoke a Union membership dues deduction and, instead, designate an amount equal to the regular monthly Union dues to be deducted from her/his salary as service fee for representation, during the month of January. Such revocation to the Director of Finance, with copy of such notice being also delivered to the Union.

Section 2. Dues Remittance to the Union. The Authority will promptly remit monies deducted on employees as initiation fees, initiation fee equivalents, monthly dues and fees, service fees or charitable contributions to the Union with a written statement of the names of employees for whom such deductions were made.

Section 3. Indemnity. The Union agrees to indemnify and hold harmless the Authority from any loss or damage arising from the operation of this Article.

Section 4. Membership Lists. The Authority agrees to provide the Union with a written notice of the name, address, work site and classification of employees in classifications included in the Unit. Such notice will be provided to the union five (5) days prior to the date of hire or termination, and will include date and time the employee will be processed in the Human Resources Department. The information provided will be kept confidential and will be used only for the Union's appropriate purposes.

Section 5. Shop Stewards. The Union may designate Shop Stewards at the various work locations of the Authority and shall notify the Authority of such designations. The Union shall also notify the Authority of the membership of its Housing Section Executive Committee members shall be allowed reasonable time for the performance of their duties during working hours without loss of pay, subject to prior notification to the immediate supervisor. This provision will be exercised reasonably and in good faith with respect to the work operations of the Authority.

Section 6. Business Agent. The Business Agent shall give reasonable advanced notice to the supervisor upon entering a work site and shall not interfere with the normal operations of the office.

Section 7. MOU Distribution. The Director of Human Resources or designee shall issue a copy of the MOU to all probationary, temporary and permanent employees entering the work force on the employee's date of hire.

The Authority shall print the MOU and have it ready within sixty (60) calendar days of final ratification. The Authority shall also provide each probationary, temporary and permanent employee in the bargaining unit with a copy of the new MOU within sixty (60) calendar days of final ratification.

Section 8. Bulletin Boards. The Authority shall provide adequate space, on centrally located bulletin boards at all worksite, for the use of SEIU Local 790, to post notices and disseminate information to its members.

ARTICLE XIII. HEALTH AND SAFETY

Section 1. Policy. The Authority acknowledges its responsibility to provide a safe and healthful work environment for its employees. Every employee has the right to safe and healthful working conditions, and a responsibility to comply with safe and healthful work practices.

Section 2. Joint Labor/Management Health and Safety Committee.

a. The Authority and the Union shall establish a Joint Labor/Management Health and Safety Committee. The Committee shall meet at least quarterly to discuss health and

safety matters of mutual concern including (but not limited to) issues concerning personal safety, work-related injuries and illnesses, facilities, and equipment.

b. Responsibilities of the Committee shall include: (a) reviewing, analyzing, and making recommendations for consideration by the Executive Director concerning the Authority's policies, training, education and objective standards pertaining to health and safety; (b) making recommendations for consideration by the Executive Director of modifications of unsafe or hazardous conditions affecting bargaining unit employees; (c) reviewing and analyzing reports of work-related injuries and illnesses; and (d) recommending to the Executive Director appropriate recognition of employees who advance the goal of a safe and healthful work environment. Action on the Committee's recommendations shall be at the discretion of the Executive Director.

Section 3. Information. The Safety/Loss Control Manager shall post on all official bulletin boards on an annual basis a cumulative report capturing the following information on all work-related injuries and illnesses: date of injury, time of injury and illness, and lost number of work days.

Section 4. Work Site Emergencies. If at any time employees assigned to Project Offices have reason to believe their persons or property are imperiled, they may lock entrances to the offices and immediately notify the San Francisco Police Department and the District Office of such action. In these circumstances, employees may leave the premises, if necessary and report to his/her District Office to complete all necessary reports. At other facilities, when management is not present, employees shall use their own discretion in matters of personal safety.

Section 5. Training/Education. The Authority shall provide a work environment that promotes the training and education of its employees. Training will be in compliance with CAL/OSHA Workplace Injury and Illness Prevention Program.

ARTICLE XIV. LABOR-MANAGEMENT COMMITTEE

Section 1. Committee Structure. The Union and the Authority agree to the establishment of a Labor-Management Committee which will meet at least once a month to discuss employment conditions, training programs, orientation of new employees, Career Ladder Program, employer-employee relations, educational leave, staff development, training, health and safety, incentive awards, the implementation of this MOU, and other relevant labor-management matters, but which will exclude discussion of any matter about which a grievance has been filed or any consideration of the merits thereof. It is agreed that this Committee will make a recommendation for Long Term Disability Insurance by October 1, 2004.

For the purpose of these meetings, the Union shall be represented by three (3) persons selected by the Union, and the Authority shall be represented by three (3) persons selected by the Authority.

Any recommendation of this Committee will be forwarded to the Union Section President and to the Executive Director or designee, who will meet with the Committee on request or on a quarterly basis.

Wherever possible, the Authority and the Union agree that present employees should be encouraged to promote to higher positions within the Authority. To facilitate this goal, the

Union and the Authority agree to develop a Career Ladder Program under the auspices of the Labor-Management Committee.

Section 2. Implementation of MOU. To facilitate the implementation of this MOU, the Authority and the Union agree to hold a joint workshop within ninety (90) days of the ratification of the MOU, for the purpose of developing a common understanding of the administration and enforcement of this Memorandum.

The Authority and the Union shall develop a mutually agreed upon agenda for this workshop which shall include, but not be limited to, grievance handling and administration of enforcement of this MOU. Participants shall include Authority personnel concerned with the administration and enforcement of the MOU and Union officers, stewards and negotiating committee members. Union participants shall be granted paid release, if necessary for this purpose.

Any costs associated with the development or implementation of the workshop shall be divided equally between the Authority and the Union.

ARTICLE XV. COMPARABILITY

In the event the City and County of San Francisco shall institute any improvement in fringe benefits, the Authority shall meet and confer with the Union under Government Code 3500 for the purpose of instituting such improvement to the extent fiscally possible and consistent with HUD regulations and to the extent such recommendations are consistent with the priorities of the San Francisco Housing Authority Commission.

ARTICLE XVI. AUTHORITY REGULATIONS

All outside employment must be approved in writing by the Executive Director and is subject to periodic review. However, the Executive Director will not unreasonably restrict the rights of employees to outside employment, as long as such outside employment does not pose a conflict of interest or does not interfere with the performance of Authority duties.

The management of the Authority and the direction of the working forces are vested in the Authority, subject to the provisions of this Agreement. This includes the right to issue and enforce Authority rules and determine the qualifications and ability of employees. The Authority will not, however, use the provisions of this Article for the purpose of discrimination against any employee or to avoid or evade the provisions of this MOU.

The Authority will continue to establish reasonable rules and regulations governing the conduct and performance of employees. The Authority recognizes its obligation to meet and confer with the Union on all proposed Authority rules and regulations. Such rules and regulations so established shall be conspicuously posted.

Except in cases of emergency, the Union shall be notified no later than ten (10) working days prior to the formal adoption of such proposed Authority rules and regulations. If for good cause the Union believes a five (5) working day extension is necessary, the Authority shall grant such extension upon written notice by the Union. In case of emergency adoption, the Authority shall meet and confer with the Union at the earliest practicable time following the adoption of such emergency Authority rules and regulations.

The Authority will distribute copies of its handbook of personnel procedures and policies and copies of the Contract to all new employees. The Authority further agrees to distribute a copy of the Personnel Procedures and Policies and the Contract to all employees currently working within the United Public Employees Local 790 Bargaining Unit within six (6) months of the signing of this agreement.

ARTICLE XVII. STRIKES AND LOCKOUTS

During the term of this MOU, the Authority agrees that it will not lock out employees and the Union agrees it will not engage in any strike growing out of any dispute relating to the terms of this MOU. Observance of the picket line of another organization, sanctioned by the San Francisco Labor Council or the San Francisco Building and Construction Trades Council, shall not be considered a violation of this Article.

ARTICLE XVIII. SAVING CLAUSE

If any provision of this MOU should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, including but not limited to the Department of Housing and Urban Development of the United States, the remainder of this agreement shall not be affected thereby and the parties shall, if possible, enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XIX. SCOPE OF THE MEMORANDUM OF UNDERSTANDING

Except as provided otherwise herein, the parties acknowledge that during the negotiations which preceded this MOU each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU. Therefore, for the life of this MOU, the Authority and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this MOU, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this MOU. This does not abrogate the right of the Union and the Authority to meet and confer consistent with the Meyers-Milias-Brown Act as it might be amended, or with state law as amended.

It is understood and agreed by the parties that this MOU is applicable to all employees in the Union jurisdiction, and that notwithstanding this MOU, all employees in the bargaining unit are subject to other applicable rules or regulations of the Authority. Provided, however, that the provisions of this MOU shall supersede and control any conflicting or inconsistent Authority policy, rule or regulation.

ARTICLE XX. PERSONNEL FILES

Section 1. Official Personnel File. Only one official personnel file shall be maintained on any single employee. This file will be maintained in the Human Resources Office.

Section 2. Review of Personnel File. Each employee shall have the right to review the contents of her/his file with reasonable advance notice of such a request. Nothing may be removed from the file by the employee but copies of the contents shall be provided upon request.

Materials that are provided to the Authority in a confidential manner in accordance with applicable public law are not subject to review.

Section 3. Union Review of Personnel File. With the written permission of the employee, a representative of the Union may review the employee's personnel file and obtain copies of the contents upon request.

Section 4. Copies of Personnel File Contents. An employee shall be given a copy of any kind and all material to be included in the file. The employee may also attach a response to any and all materials within thirty (30) days of the receipt. All material in the file must be signed and dated by the author.

Section 5. Employee Additions to Personnel File. With the approval of her/his supervisor, the employee may include material relevant to her/his performance of assigned duties in the file.

Section 6. Disciplinary Action. Letters of reprimand will remain active in the employee's personnel file for eighteen (18) months after issuance. Suspensions will remain active in the employee's personnel file for thirty-six (36) months after issuance. All disciplinary actions/correspondence shall remain in the employee's file indefinitely. Previous disciplinary actions beyond the above timeliness will not be used when considering new disciplinary action against an employee.

ARTICLE XXI. NO CONTRACTING OUT

a. No routine work currently performed by SEIU 790 bargaining unit employees shall be contracted out.

b. The Housing Authority shall not lay off current SEIU 790 bargaining unit members or eliminate existing bargaining unit positions as a result of contracting out.

c. The Housing Authority shall not use contracting out to avoid paying wages comparable to SEIU 790 City & County of San Francisco employees or to avoid paying health benefits or other benefits.

d. The Housing Authority may contract out work necessary for dealing with emergencies or work of a limited duration where equipment or expertise is unavailable.

ARTICLE XXII.

DRUG AND ALCOHOL ABUSE TESTING FOR CAUSE AND POST ACCIDENT

1. PURPOSE.

To clearly define Employer Policy on drug and alcohol abuse, drug testing, and related matters.

2. POLICY.

The Employer and the Union are committed to protecting the health and safety of individual employees, their co-workers, and the public at large from the hazards caused by the misuse of drugs and alcohol on the job. The safety of the public, as well as the safety of fellow employees, dictates that employees not be permitted to perform their duties while under the influence of drugs or alcohol.

The Employer and the Union recognize that drug and alcohol abuse are treatable illnesses, and the preferable and proper response to these illnesses is education, treatment and rehabilitation, rather than punishment. It is therefore the Employer's policy to initially attempt rehabilitation rather than terminate the employment of workers who are drug or alcohol abusers. No bargaining unit member shall be discharged for drug or alcohol use, or being under the influence of drugs or alcohol on the job, without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency, if such treatment is needed.

3. APPLICATION.

This policy applies to all employees of the Employer. This policy applies to alcohol and to all controlled or illegal drugs, which could impair an employee's ability to perform the functions of the job effectively and safely.

4. POLICY RULES.

A. An employee shall not work under the influence of any drug or alcohol which impairs his/her ability to safely and efficiently perform the required duties of the position.

B. An employee shall not purchase, possess, use, sell, or furnish alcoholic beverages during the course or performance of his/her assigned duties. Under no circumstances shall an employee report to the work site under the influence of an alcoholic beverage.

C. An employee shall not purchase, possess, use, sell, furnish, or be under the influence of any drug during the course or performance of his/her assigned duties.

D. An employee shall not purchase, possess, use, be under the influence of, sell, or furnish any prescription drug during assigned work hours, or while on duty or while using Employer equipment unless the prescription was issued by authorized medical personnel and the employee follows the prescription instructions;

E. An employee shall within five (5) days report to the appointing authority any criminal conviction for drug-related activity in the work place.

5. TERMS/DEFINITIONS.

A. Drugs - For the purpose of this policy, drugs shall be Amphetamine Group, Cocaine, Opiates, Phencyclidine and Marijuana.

B. Prescription Drug - A drug lawfully available for retail purchase only with a prescription.

C. Reasonable Cause - Reasonable cause shall exist only when two supervisors, who are trained in detection of drug use, articulate and can substantiate in writing specific behavioral, performance or contemporaneous physical indicators of being under the influence of drugs or alcohol on the job. The objective indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol, and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side of effects of prescription or over-the-counter medications, reaction to noxious fumes or

smoke, etc.). Cause is not reasonable, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The grounds for reasonable cause must be documented by the use of an Incident Report Form (see Form A attached).

The following may constitute reasonable cause to believe that an employee is under the influence of drugs or alcohol:

1. Incoherent, slurred speech;

2. Odor of alcohol on the breath;

3. Staggering gait, disorientation, or loss of balance;

4. Red and watery eyes, if not explained by environmental causes;

5. Paranoid or bizarre behavior;

6. Unexplained drowsiness.

6. PRIOR NOTICE OF TESTING POLICY.

The Employer shall provide written notice of its Drug and Alcohol Policy to all employees. The Employer shall provide each employee with a copy of the Drug and Alcohol Policy, together with a full explanation as to its meaning and consequences.

7. IDENTIFICATION AND CONSENT PROCEDURES.

A. An employee may be required to submit to urine drug or alcohol testing by a physician or laboratory only if management has reasonable cause that the employee is under the influence of drugs or alcohol in violation of this policy. The Employer may order urine testing only. The employee, at his or her sole option, shall, upon request, be allowed to submit a blood sample for testing instead of a urine test.

B. If a supervisor makes observations of an employee which the supervisor believes may constitute reasonable cause for drug or alcohol testing, the supervisor shall immediately inform the employee of the suspicions, and inform the employee that he/she may have a Union representative present. If the employee wishes not to have a Union representative, then that desire should be put in writing, and signed off by the employee, on the Incident Report Form.

If the two trained supervisors believe that there is reasonable cause for a drug or alcohol urine test, then the Incident Report Form shall be filled out, including a statement of the specific objective facts constituting reasonable cause for the test, and the names of the persons making those observations.

A completed copy of this Incident Report Form shall be given to the bargaining unit employee before he/she is required to be tested, and one copy made available to the Union representative, if present. After being given a copy of the Incident Report Form, the bargaining unit employee shall be allowed enough time to read the entire document, and to understand the reasons for the test.

The employee will be offered an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. The Union representative shall be present during such explanation and shall be entitled to confer with the employee before the explanation is requested.

If the supervisor, after observing the employee, concludes that there is in fact reasonable cause to believe that the employee is under the influence of drugs or alcohol, then, by a written order signed by the supervisor, the employee may be ordered to submit to a urine drug test. The employee shall be informed that refusal to submit to testing may constitute a presumption of intoxication. This presumption will be raised if the Employer had reasonable cause to require a urine drug test in the first place.

Prior to the actual drug testing, the employee will be examined by a medical doctor at the designated hospital, laboratory or clinic. This examination will be conducted to determine if the supervisors' observations are caused by a reason other being under the influence of drugs and/or alcohol. If the opinion of the medical doctor is that the supervisors' observations are for a reason other than possible influence of drugs and/or alcohol, no test will be given, and the employee will be returned to the work place without loss of pay. If the medical doctor releases the employee to return to work, such release must be in writing.

Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered; the test results shall be destroyed, and no discipline shall be imposed against the bargaining unit employee.

C. Before a drug and alcohol test is administered, employees will be asked to sign a consent form authorizing the clinic or laboratory to obtain a blood and urine specimen. On a separate form, the employee will be asked to release the results of the testing to the Personnel Director and to the appropriate department head. The consent form shall provide space for employees to indicate current or recent use of prescription or over-the-counter medication.

D. Unless there is an objective reason to believe that the employee has previously altered a sample, or unless the employee agrees in writing, individuals shall be allowed to provide the required specimen in the privacy of a stall or otherwise partitioned area.

E. An employee who refuses to consent to a drug or alcohol test shall not be subject to disciplinary action for that refusal. However, the fact of the refusal shall constitute a rebuttable presumption that the employee was under the influence of drugs and/or alcohol at the time of the order to submit to the urine test.

8. DRUG TESTING PROCEDURES.

A. The testing shall be done by a laboratory licensed and certified by the California Department of Health Services, Laboratory Field Services, as a medical and forensic laboratory which complies with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the standards for certification of laboratories engaged in urine drug testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the United States Department of Health and Human Services, and which is chosen jointly by the Union and the Employer. The parties also retain the right

to audit and inspect the laboratory to determine conformity with the standards described in this policy.

At the time the urine specimens or blood samples are collected, three separate samples shall be placed in separate containers. All samples must be immediately sealed in the presence of an Employer and Union witness with evidence tape, and the tape signed by the employee and both witnesses. Two samples, each in a separate container, shall be sent to the laboratory to be tested at the Employer's expense. In order to be considered positive, both samples shall be tested separately in separate batches and show positive results on the GC-MS confirmatory test. The third sample or specimen shall be collected in a separate container, and shall be kept refrigerated at the site where the sample is given. This third sample shall be made available to the employee for testing by a laboratory selected by the employee at the employees expense, provided that the laboratory chosen by the employee must be licensed by the California Department of Health Services, Laboratory Field Services. The cost of testing the third sample shall be borne by the employee.

B. The specific required procedure is as follows:

1. Urine shall be obtained directly in a tamper-resistant urine bottle. Alternatively, the urine specimen may be collected at the employee's option in a wide-mouthed clinic specimen container which shall remain in full view of the employee until transferred to, sealed and initialed in separate tamper-resistant urine bottles.

2. Immediately after the specimen is collected, the urine bottle shall, in the presence of the employee, be labeled and then initialed by the employee and witnesses. If the sample must be collected at a site other than the drug and/or alcohol testing laboratory, the specimen shall then be placed in a transportation container. The container shall be sealed in the employee's presence and the employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method. The same procedure shall be followed for a blood test.

3. A chain of possession form shall be completed by the hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimen.

C. The initial test of the urine specimen shall utilize immunoassay techniques.

The following standards shall be used to determine what levels of detected substances shall be considered as positive:

SUBSTANCE	SCREENING TEST	CONFIRMATION
AMPHETAMINE GROUP	500 ng/ml amphetamine	500 ng/ml GC-MS
COCAINE	300 ng/ml metabolite	300 ng/ml GC-MS
OPIATES	300 ng/ml morphine	300 ng/ml GC-MS

PHENCYCLIDINE	75 ng/ml	75 ng/ml GC-MS
MARIJUANA	100 ng/ml	100 ng/ml GC-MS (Delta 9-THC)
BARBITURATES	300 ng/ml	300 ng/ml GC-MS
BENZODIAZEPINES	300 ng/ml	300 ng/ml GC-MS
ETHYL ALCOHOL	0.02 g%	0.02 g%

D. All specimens identified as positive in the initial screen shall be confirmed utilizing gas chromatography/ mass spectrometry (GC/MS) technique which identifies at least ten (10) ions. All information shall be by quantitative analysis.

E. Blood samples will be quantitatively analyzed to determined the presence of the following substances:

SUBSTANCES	**"POSITIVE" TEST LEVEL**
Amphetamine Group	0.02 mg/L
Cocaine	.10 mg/L
Opiates	
Codeine	.01 mg/L
Morphine	.01 mg/L
Phencyclidine	.01 mg/L
Barbiturates	
Phenobarbital	10.0 mg/L
Secobarbital	1.0 mg/L
Butabarbital	5.0 mg/L
Butalbital	1.0 mg/L
Benzodiazepines	
Valium	.1 mg/L
Librium	.5 mg/L
Ethyl Alcohol	.05 mg/L

F. If the testing procedures confirm a positive result, as described above, the employee shall be notified of the results in writing by the Personnel Director, including the specific quantities.

If requested, the Employer will also provide the names of all persons who were involved in the testing procedure and the preparation of the laboratory reports and forensic expert opinions. Employer will also provide, if requested, copies of all laboratory reports,

forensic opinions, laboratory work sheets, procedure sheets, acceptance criteria and laboratory procedures; and all real evidence, including the specimen collection kit.

G. All specimen confirmed positive shall be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.

H. All information from an employee's drug and alcohol test is confidential for purposes other than determining whether the Employer policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. The results of a positive drug test shall not be released until the results are confirmed.

I. Every effort will be made to insure that all employee substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

There will be one person in the personnel department who will be designated to receive testing results. He/she will notify other managers of the Company strictly on a need-to-know basis.

No laboratory or medical reports or test results shall appear in an employee's personnel folder. Information of this nature will be included in the medical file. The inside cover of the personnel folder will contain a marker to show that this information is contained else where.

All necessary measures shall be taken to keep the fact and the results of the test confidential.

9. CONSEQUENCES FOR VIOLATING THE RULES AND PROVISIONS OF THIS POLICY.

If the results of the urine test administered by the Employer on the two samples shows that the employee was under the influence of drugs or alcohol while on duty, the appropriate disciplinary action may be imposed by the Employer after the following procedure has been followed:

The employee and the Union shall be presented with a copy of the laboratory report of both specimens before any discipline is imposed. The Union and the employee shall then have five (5) days to present the Employer any different results from the test of the third sample, conducted by a laboratory selected by the employee (The failure of the Union or employee to have the third test performed or to present the results to the Employer shall not be used against the employee in any arbitration proceeding.)

After considering the results of the third test performed by the employee, if presented, the Employer may discipline the employee provided that any discipline imposed for the first offense in any 24 month period and any grievance filed in response thereto shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program mutually agreed upon between the Employer, and the employee, the cost of which shall be covered by the Employer's group health insurance as any other illness.

If the employee successfully completes such a program and is not disciplined for substance abuse for 24 months following the initial charge, the discipline shall be revoked and shall not be used as the basis for any other disciplinary action in the future.

If an employee's positive test result has been confirmed, the employee is subject to disciplinary action under the terms described above, up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the employee's work, length of employment, current job performance, the specific results of the test, and the history of past disciplinary actions.

10. EMPLOYEE TRAINING.

The Employer will establish a Drug Free Awareness Program which will inform employees about: (1) the dangers of alcohol and drug abuse in the work place; (2) the Employer's policy on drug and alcohol abuse; (3) the availability of treatment and counseling for employees who voluntarily seek such assistance; and (4) the sanctions the Employer will impose for violations of its Drug and Alcohol Abuse Policy.

11. SUPERVISOR TRAINING.

The Employer shall develop a program of training to assist supervisors in identifying factors which constitute reasonable cause for drug testing, as well as a detailed explanation and emphasis on the terms and conditions of the drug policy.

12. EMPLOYEE ASSISTANCE PROGRAM.

An employee who engages in drug/alcohol abuse is encouraged to participate in the Employee Assistance Program. Employees who seek voluntary assistance for alcohol and or substance abuse may not be disciplined for seeking such assistance. Request by employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Such participation shall not relieve an employee of the obligation to follow the Employer Policy regarding drug/alcohol use, possession, or being under the influence on the job. An Employee Assistance Program Counselor shall not disclose information on drug/alcohol use received from an employee for any purpose or under any circumstances, unless specifically authorized in writing by the employee.

Employees shall be given the best available treatment through established benefit plans and health insurance coverage. Options that have proved of value include:

(A) Where there is no evidence of dependency, 20 to 40 hours of instruction in the biologic effects of alcohol and drugs, symptoms of chemical dependency, and the methods of treatment chemical dependency;

(B) Where an individual has developed a pattern of dependence on drugs or alcohol, but has the ability to discontinue use for a period of time, an outpatient program which is usually of 4 to 6 weeks duration, and which adds group and individual counseling in support to the educational program noted above. Such programs are effective, less expensive then residential programs, and are normally adequate in early chemical dependence;

(C) Where an individual cannot discontinue use long enough to make progress in outpatient treatment, or has returned to drug or alcohol use following outpatient treatment, inpatient

treatment of 3 to 6 weeks in length and continuing care following discharge for 6 to 12 weeks providing individualized and intensive medical, psychological and environmental care not possible in the outpatient setting may be required.

The Employer shall offer an employee affected by an alcohol or drug abuse program a 60 day unpaid leave of absence, subject to extension by mutual agreement, without any loss of seniority, for the purpose of enrolling and participating in a drug or alcohol rehabilitation program at the Employer's expense. An employee who does not accept such an offer may be required to take a 60 day leave of absence, subject to extension by mutual agreement, without pay and without loss of any seniority, for the purpose of personal rehabilitation.

13. GRIEVANCE PROCEDURE

All disputes concerning the interpretation or application of this drug and alcohol abuse and drug testing policy will be subject to the grievance and arbitration procedure of the collective bargaining agreement.

INCIDENT REPORT FORM

Employee involved _____
_____

Date of incident_____
Time of incident_____
Location of incident_____
_____

Employee's Job Position/Assignment_____

Has employee been notified of his/her right to Union representation?_____

Time_____ Employee's initials _____

Witness to incident _____

WHAT WAS OBSERVED _____
_____
_____

WHAT IS EMPLOYEE'S EXPLANATION_____
_____
_____

Action Recommended: _____

Action taken: _____
_____
_____

1. _____
Signature
Employer Representative
Title: _____

2. _____
Signature
Union Representative
Title:_____

Date/Time/Action taken _____
_____
_____
_____

"FORM A"

2002 - 2003
CLASS SALARY SCHEDULE

CLASSIFICATION	UNION LOCAL NO.	01/05/02 SCHEDULE	1/5/2002 BW SALARY LOW	01/05/02 BW. SALARY HIGH	10/01/03 SCHEDULE	10/01/03 BW SALARY LOW	10/01/03 BW. SALARY HIGH	BENCHMARK
Account Clerk	790							CCSF 1630 Account Clerk
Accountant	790	59.30	1650	2004	60.05	1710	2079	CCSF 1650 Accountant
Administrative Clerk	790	56.70	1457	1765	57.45	1510	1831	CCSF 1426 Senior Clerk Typist
Administrative Law Clerk	790	59.00	1626	1975	59.75	1686	2048	15% Below CCSF 8118 Legislation Clerk
Admissions Clerk	790	58.45	1584	1923	59.20	1642	1994	CCSF 2903 Eligibility Worker
Architectural Associate I	790	61.55	1840	2236	62.00	1909	2319	CCSF 5261 Architectural Assistant II
Architectural Associate II	790	67.45	2454	2983	68.20	2545	3093	CCSF 5266 Architectural Associate II
Architectural Technician	790	59.65	1678	2038	60.40	1740	2115	CCSF 5260 Civil Engineering Assistant
Assistant Property Manager	790	63.30	2004	2435	64.05	2079	2527	5% below SFHA Property Site Manager
Buyer	790	61.95	1876	2281	62.30	1946	2365	CCSF 1952 Purchaser
Community Outreach Worker	790	49.35	1025	1240	50.10	1062	1285	15% below CCSF 1402 Junior Clerk
Community Patrol Rep Supervisor	790	48.45	982	1188	49.20	1018	1232	10.5% above SFHA Community Patrol Representative
Community Patrol Representative	790	46.30	887	1073	47.05	918	1112	10% above CCSF 8201 School Crossing Guard
Computer Operations Specialist	790							CCSF 1003 IS Operator - Senior
Computer Operator Trainee	790	52.15	1172	1418	52.90	1214	1470	CCSF 1734 Computer Operator I
Construction Inspector	790	66.45	2337	2841	67.20	2424	2946	5% below SFHA Architectural Associate II
Contract Administrative Assistant	790							CCSF 1840 Junior Management Assistant
Contracts Specialist	790	61.95	1876	2281	62.65	1946	2365	CCSF 1952 Purchaser
Customer Service Complaint Desk Rep	790							SFHA Maintenance Dispatcher
Data Entry Clerk	790	52.60	1197	1450	53.35	1240	1503	CCSF 1720 Data Entry Operator
Distribution Specialist	790	53.95	1276	1547	54.70	1323	1603	CCSF 1932 Assistant Storekeeper
Diversity & Self-Suff. Specialist	790	56.15	1418	1719	56.90	1470	1782	10% below CCSF 9770 Community Dev.. Asst.
Duplication Technician	790	53.85	1270	1539	54.60	1316	1596	CCSF 1706 Telephone Operator
Eligibility Clerk	790	59.30	1650	2004	60.05	1710	2079	10% below CCSF 2905 Senior Eligibility Worker
Eligibility Technician	790	63.35	2009	2442	64.10	2084	2533	CCSF 2907 Eligibility Worker Supervisor
Employment Specialist	790	58.25	1569	1904	59.00	1626	1975	5% below CCSF 9702 Employment/Training Specialist I
Evictions Specialist	790	62.25	1904	2314	63.00	1975	2401	CCSF 8173 Legal Assistant
Executive Floater	790	56.70	1457	1765	57.45	1510	1831	SFHA Administrative Clerk
Fleet Specialist	790	58.75	1607	1951	59.50	1666	2023	CCSF 7412 Automotive Service Worker Supervisor
HOPE VI Resident Comm. Worker	790	50.25	1070	1295	51.00	1109	1342	10% below CCSF 1402 Junior Clerk
HOPE VI self-sufficiency Specialist	790	56.15	1418	1719	56.90	1470	1782	10% below CCSF 9770 Community Dev. Asst.
Intake Specialist	790	52.25	1177	1425	53.00	1220	1477	CCSF 1402 Junior Clerk
Inventory Controls Specialist	790							CCSF 1922 Senior Inventory Clerk
Junior Clerk	790	52.25	1177	1425	53.00	1220	1477	CCSF 1402 Junior Clerk
Junior Payroll Analyst	790	59.05	1630	1980	59.50	1690	2053	CCSF 1220 Payroll Clerk
Junior Technical Writer	790	58.50	1588	1927	59.25	1646	1999	10% Below CCSF 1817 Procedural Writer
Leased Housing Inspector I	790	63.60	2033	2472	64.35	2110	2564	26.6 Below CCSF 6331 Building Inspector
Leased Housing Inspector II	790	64.30	2104	2557	65.05	2183	2654	22.5% below CCSF 6331 Building Inspector
Legal Clerk	790	55.70	1388	1682	56.45	1440	1744	CCSF 8106 Legal Process Clerk

2002 - 2003
CLASS SALARY SCHEDULE

CLASSIFICATION	UNION LOCAL NO.	01/05/02 SCHEDULE	1/5/2002 BW SALARY LOW	01/05/02 BW SALARY HIGH	10/01/03 SCHEDULE	10/01/03 BW SALARY LOW	10/01/03 BW SALARY HIGH	BENCHMARK
Maintenance Construction Planner I	790	62.85	1960	2383	63.60	2033	2472	25% below SFHA M/C Planner III
Maintenance Construction Planner II	790	65.00	2178	2647	65.75	2258	2745	12.5.% below SFHA M/C Pianner III
Maintenance Construction Pianner III	790	67.40	2449	2977	68.15	2539	3087	CCSF 7262 Maintenance Pianner
Maintenance Dispatcher	790	57.70	1528	1853	58.45	1584	1923	SFHA Senior Administrative Clerk
Maintenance Inspector	790	66.45	2337	2841	67.20	2424	2946	5% below SFHA Architectural Associate II
Management Operations Technician	790							CCSF 1840 Junior Management Assistant
Messenger	790							CCSF 1404 Clerk
Payroll Clerk	790	59.05	1630	1980	59.50	1690	2053	CCSF 1220 Payroll Clerk
Payroll Technician	790	59.20	1642	1994	59.95	1702	2069	CCSF 1204 Senior Personnel Clerk
Personnel File Clerk	790							COSF 1402 Junior Clerk
Principal Account Clerk	790	60.95	1787	2172	61.40	1853	2252	CCSF 1634 Principal Account Clerk
Programmer	790	62.25	1904	2314	63.00	1975	2401	CCSF 1062 IS Programmer Analyst
Property Site Manager	790	64.30	2104	2557	65.05	2183	2654	SFHA Leased Housing Inspector II
Recreation Coordinator	790							CCSF 3284 Recreation Director
Relocation Aide	790	52.25	1177	1425	53.00	1220	1477	CCSF 1402 Junior Clerk
Rent Assistant	790	58.65	1600	1941	59.40	1658	2014	SFHA Senior Legal Clerk
Reproduction Specialist	790	56.70	1457	1765	57.45	1510	1831	SFHA Administrative Clerk
Resident Coordinator	790	52.25	1177	1425	53.00	1220	1477	CCSF 1402 Junior Clerk
Resident Liaison	790	56.70	1457	1765	57.45	1510	1831	SFHA Administrative Clerk
Resident Management Trainee	790	59.75	1686	2048	60.50	1748	2124	25% below Property Site Manager
Resident Organizer	790	50.25	1070	1295	51.00	1109	1342	10% below CCSF 1402 Junior Clerk
Resource Center Aide	790	47.60	943	1141	48.35	977	1183	25% below CCSF 1402 Junior Clerk
Secretary	790	58.70	1603	1946	59.45	1662	2019	CCSF 1446 Secretary II
Security Monitor	790	46.30	887	1073	47.05	918	1112	10% above CCSF 8201 School Crossing Guard
Senior Account Clerk	790	58.45	1584	1923	59.20	1642	1994	CCSF 1632 Senior Account Clerk
Senior Accountant	790							
Senior Administrative Clerk	790	57.75	1532	1858	58.50	1588	1927	5% above SFHA Administrative Clerk
Senior Buyer	790	65.95	2281	2772	66.70	2365	2874	CCSF 1956 Senior Purchaser
Senior Eligibility Clerk	790	61.25	1814	2204	61.70	1881	2287	CCSF 2905 Senior Eligibility Worker
Senior Legal Clerk	790	58.60	1596	1936	59.35	1650	2009	5% above CCSF 8108 Senior Legal Process Clerk
Senior Maintenance Dispatcher	790	60.65	1761	2140		1827	2221	15% above SFHA Maintenance Dispatcher
Senior Secretary	790	60.45	1744	2120	61.20	1809	2199	CCSF 1450 Executive Secretary I
Senior Social Worker	790	65.15	2194	2666	65.90	2274	2764	CCSF 2920 Medical Social Worker
Social Worker	790	59.05	1630	1980	59.50	1690	2053	CCSF 2910 Social Worker
Supervising Security Monitor	790	50.20	1067	1291				10% below CCSF 8202 Security Guard
Switchboard Operator	790	56.70	1457	1765	57.45	1510	1831	SFHA Administrative Clerk
Technical Assistant	790							SFHA Senior Secretary
Youth Coordinator	790	63.45	2019	2454	64.20	2094	2545	CCSF 3287 Assistant Recreation Director

ARTICLE XXIII. TERM OF THE MEMORANDUM OF UNDERSTANDING

This MOU shall become effective on October 1, 2002, and shall remain in full force and effect to and including September 30, 2005 and from year to year thereafter; provided, however, that either party may serve written notice on the other at least sixty (60) days prior to September 30, 2005 or any subsequent September 30, of its desire to terminate this MOU or amend any provision hereof.

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

Gregg Fortner
Executive Director

Glenda C. Powell
Human Resources

SEIU 790, AFL-CIO

Brenda Pierce
Chapter President

Yvette Jordan-Albert
Field Representative

Joreatha Abrahams
Negotiating Committee

Donise Manchester
Negotiating Committee

Jessie Radford
Negotiating Committee

Patricia Kelso
Negotiating Committee

Christina Bailey
Negotiating Committee

Joe Ospital
Negotiating Committee

Fern Hunt
Negotiating Committee

APPENDIX II

PROPOSED SCOPE OF WORK FOR CLASSIFICATION STUDY

The SFHA will select an independent consultant to perform a complete review of the SFHA's classification/compensation structure. The primary tasks in this review will include: updating all classifications and job descriptions; determination of comparable job classifications in the City and County of San Francisco; and development of recommendations regarding alternative methods of establishing salary comparability in compliance with federal requirements. The study should be completed by December 30, 2004.

Updating of all classifications and job descriptions will be based on comprehensive review of functions, responsibilities, and qualifications.

Determination of comparable CCSF classifications should include recommendations regarding percentage increments above or below CCSF classifications where functions, responsibilities, or qualifications are not equivalent or comparable. The determination of comparability with CCSF classifications must also take into account internal comparability among SFHA classifications.

Recommendations regarding alternative comparability methods are needed for SFHA jobs that have limited comparability with CCSF classifications. Alternative methods for determining comparability are also needed if the SFHA wishes to consider salary determinations independent of the CCSF Salary Standardization Ordinance in the future.

A Labor/Management Committee will provide input to the contractor during the study, and may present its response to the contractor's findings and recommendations as an appendix to the contractor's report. The Labor/Management Committee's response will be considered by the Director of Human Resources and the Executive Director at the same time the contractor's findings and recommendations are presented.

Any changes- in classifications or compensation for current employees or for job classifications covered by MOU will be effective upon the completion and implementation of the study, subject to approval of new classifications and salaries by the SFHA Commission. A freeze on desk audits will be in effect from the time a contract is entered into with the independent consultant through the adoption of the Compensation and Classification Structure.

APPEAL PROCEDURE FOR CLASSIFICATION/COMPENSATION STUDY FOR LOCAL 790 BARGAINING UNIT

The independent contractor will provide to the Director of Human Resources updated job descriptions and recommendations on the classification of each bargaining unit position; determination of comparable classifications in the City and County of San Francisco; and recommendations regarding percentage increments above or below CCSF classifications where function, responsibilities or qualifications are not equivalent or comparable.

The Director of Human Resources will review the contractor's recommendations and disseminate the information to the Labor/Management Committee for review and consideration.

Each administrative employee will receive the information relative to her/his position, and each department head will receive the information relative to her/his department.

The Labor/Management Committee will be comprised of three (3) union representatives and three (3) management representatives. Management and the Union may substitute committee representatives as appropriate. Union employees will work through any disputes concerning their job description, classification or compensation with the Committee.

LABOR/MANAGEMENT COMMITTEE RESPONSIBILITY

The role of the Labor/Management Committee is to provide input into the contractor's review and preliminary recommendations as well as work towards resolving any conflicts regarding classification/compensation within the Committee structure. Where conflicts are not resolved between the Committee members and the contractor, further appeal may be brought to the Executive Director or designee. The Committee shall function as outlined below.

Upon review of each job description and corresponding classification and benchmark as recommended by the independent contractor, each Committee member will indicate on a data form (to be prepared) whether she/he agrees or disagrees with the contractor's Recommendations. Where disagreement exists between Committee members the following steps shall be taken.

a. The Committee shall prepare a written outline listing each job classification in dispute and indicating the area of dispute, i.e. job content, benchmark, comparability with other positions, etc.

b. In addition, a written statement of position and justification shall be prepared by the dissenting Committee member(s). The Committee member(s) supporting the position of the contractor may also provide a written statement of position.

c. The written outline of job classifications under dispute and the statements of position will be forwarded to the Director of Human Resources and the contractor. The contractor will review these documents and submit a final recommendation to the Director of Human Resources.

d. The Director of Human Resources will forward the contractor's final recommendation to the Committee.

e. If a Committee member(s) is unsatisfied with the final recommendation by the contractor, the Committee shall provide to the Executive Director or designee all written documentation concerning the dispute. The Executive Director or designee shall review the recommendation by the contractor and statements of position by the Committee member(s) and shall render a decision. Disputes are subject to the grievance procedure.

FOLLOWING THE ADOPTION OF THE CLASSIFICATION STRUCTURE BY THE COMMISSION, THE FOREGOING APPEAL PROCEDURE IN NO WAY ABROGATES THE BARGAINING UNIT'S RIGHTS UNDER THE MOU AT ARTICLE I, SECTION 2.

SIDE LETTER OF AGREEMENT
ON NEW FACILITIES

(a) Hayes Valley

The Authority will explore all legal means to restore Property Manager and Administrative Clerk duties to the SEIU 790 bargaining unit within the constraints of the Agreements with McCormack Baron.

(b) Bernal Dwellings

During the five (5) year contract with McCormack Baron, and within the constraints of the Agreements with McCormack Baron, SEIU 790 represented Clerks and Property Managers will train at this development. The Housing Authority shall rotate employees through this development for training purposes. Within 60 – 90 days of the opening of Bernal Dwellings, the Housing Authority shall assign Administrative Clerks and Property Managers for training in the most current HUD and private sector procedures regarding management of the development, including but not limited to private tax credit procedures. Employees will participate in the training program until they have learned the necessary job duties.

The Union and the Housing Authority shall meet and confer on the details of the training program for Property Managers and Clerks, beginning in the second week in January, 2000.

(c) Any Additional Facilities

The parties acknowledge that due to outside investors and external influences involved in a HOPE VI development, the Authority is not the sole decision maker in who will staff new HOPE VI developments. The parties acknowledge it is the goal of the Authority and the Union to retain management over HOPE VI developments. To this end, a joint training program shall be established to teach SEIU 790 represented employees all current and new HUD procedures. Training will also include special skills needed to manage private tax credit properties, and any additional training required to prepare employees to manage HOPE VI developments.

As part of the negotiations with any investors, the San Francisco Housing Authority shall propose that SEIU 790 Property Managers and Clerks positions be maintained in the HOPE VI developments. The Authority agrees to provide a copy of the Authority's proposal to the investment group concerning Authority employees managing and staffing the developments.

AGREED ON BEHALF OF SAN FRANCISCO HOUSING AUTHORITY

By: _____

AGREED ON BEHALF OF SEIU 790

By: Yvette Jordan-Albert

B

SAN FRANCISCO HOUSING AUTHORITY
440 Turk Street • San Francisco CA • 94112 • (415) 554-1200

DATE: May 2, 2003

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Julie Lee, Vice President
George R. Brown, Commissioner
Betty J. Smith, Commissioner
Andrew J. Clark, Commissioner
Neola Gans, Commissioner
Rev. George Woodruff, Commissioner

FROM: GREGG FORTNER, SECRETARY / EXECUTIVE DIRECTOR

RE: RESOLUTION TO ACCEPT 2003 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AND ACKNOWLEDGE AWARENESS OF RESPONSIBILITIES AND LIMITATIONS FOR CONSTRUCTION OF A COMPUTER LEARNING CENTER AT 992 ELLSWORTH STREET, AT CAL 1-16, ALEMANY.

OVERVIEW

Every year the Mayor's Office of Community Development (MOCD), in partnership with the Mayor's Office of Housing (MOH), issues a Request for Proposals (RFP) for the Community Development Block Grant (CDBG) and Emergency Shelters Grant (ESG) Programs. As part of Mayor Brown's vision and leadership, this economic activity is expressly directed to strengthening the economic and social health of lower-income neighborhoods and ensuring that economically disadvantaged persons or communities are provided real opportunities for participation and advancement.

On January 23, 2003, the Commission approved Resolution No. 5081 approving the submittal of the Authority's CDBG Application.

On March 14, 2003 the Citizen's Committee and the Board of Supervisors Finance Committee approved $150,000.00 in funding for the San Francisco Housing Authority for capital improvements to community facilities that preserve or expand services to residents of public housing. On March 24, 2003 the Housing Development and Modernization Department's Administrator made a presentation to the Citizen's Committee thanking them for the funding recommendation. The funding will enable physical improvements to the existing structure to

allow the facility to operate as a fully functional computer-learning center that will also be completely accessible to the disabled.

Although our 2003 CDBG Grant Application has been approved, we must seek the approval of the Commission to authorize the Executive Director to conduct all negotiations, execute and submit all contract documents including, but not limited to, applications, agreements, amendments, payment requests and reports which may be necessary for completion of the Alemany Computer Learning Center improvements to be located at 992 Ellsworth Street. With the Commission's approval we can begin work on the project and incur reimbursable expenses against the awarded funds.

PROCUREMENT
Not Applicable

OBJECTIVES
In accepting the 2003 CDBG funding, the Authority intends to improve the quality of life of Alemany residents by addressing the need for technological education and by providing classes in a fully renovated, accessible computer-learning center.

PRESENT SITUATION.
The Computer Learning Center is temporarily located in the Childcare Center facility at 953 Ellsworth Street. In order to reinstate the much-needed childcare services, the Computer Learning Center will be relocated to 992 Ellsworth, a vacant four bedroom fully accessible unit. The unit will be redesigned to suit the specific needs of the program.

ANTICIPATED OUTCOMES
The anticipated outcomes are as follows:

- New utilization of spaces providing vital educational services to low and moderate-income residents,
- An increase in the number of accessible community facilities to provide improved services to persons with disabilities,
- Compliance with Federal, State and City accessibility codes reducing the Authority's liability exposure,
- Involvement of residents in training and employment.

WHO BENEFITS
Public housing residents will benefit from employment opportunities, economic development opportunities and reactivation of the childcare center programs. Families, seniors and disabled will benefit from the accessible learning center facility. The neighborhood and City will benefit from improved opportunities for residents.

BUDGET CONSIDERATIONS
For CDBG grants of $100,000 or more for the rehabilitation of an existing facility, applicants must provide at least 15% of project costs by the beginning of construction or funds to pay for all architectural/engineering services and related pre-construction expenses. The Authority will fund the A/E consultant services and related pre-construction expenses, which funds are already included in the 2003 Capital Fund Program budget.

RESIDENT EMPLOYMENT
The Authority will procure a contractor who will be subject to HUD's Section 3 requirements and to the Authority's requirement that residents perform a minimum of 25% of the work.

MBE/WBE STATUS
Contractors will be subject to the Authority's Affirmative Action Policies.

RECOMMENDATION
Staff urges the adoption of the attached resolution.

(Materials Prepared by: Robert Dahlstrom and Alicia Sisca)

RESOLUTION NO. 5099
DATE ADOPTED 5/08/03

RESOLUTION TO ACCEPT 2003 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AND ACKNOWLEDGE AWARENESS OF RESPONSIBILITIES AND LIMITATIONS FOR CONSTRUCTION OF A COMPUTER LEARNING CENTER AT 992 ELLSWORTH STREET, AT CAL 1-16, ALEMANY.

WHEREAS, the San Francisco Mayor's Office of Community Development (MOCD), in partnership with the Mayor's Office of Housing (MOH), issued a Request for Proposals (RFP) for the 2003 Community Development Block Grant (CDBG) and Emergency Shelters Grant (ESG) Programs; and

WHEREAS, on January 23, 2003, the San Francisco Housing Authority (Authority) Commission approved Resolution No. 5081 approving the submittal of the Authority's CDBG application; and

WHEREAS, for the year 2003, the Board of Supervisors approved a capital grant in the amount of $150,000 for the Authority; and

WHEREAS, the Authority recognizes that the proposed application for the construction of a Computer Learning Center at 992 Ellsworth Street, at CAL 1-16, Alemany meets the requirements of the CDBG program; and

WHEREAS, procedures established by MOCD require the applicant for Community Development Block Grant (CDBG) and Emergency Shelters Grant (ESG) funding to certify by resolution the acceptance of CDBG or ESG funds prior to preparation of the City and the Authority Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The President of the Board of Commissioners of the Authority is authorized to execute the required document: "Resolution of the Board of Commissioners" on behalf of the Board of Commissioners.

2. The Executive Director is authorized to conduct all negotiations, execute and submit all contract documents including but no limited to applications, agreements, amendments, payment requests and reports which may be necessary for the construction of improvements to 992 Ellsworth Street for a Computer Learning Center at the Alemany Housing Development.

3. The Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Donna Mart
DONNA MARTIN,
Managing Attorney

Date: 4-30-03

REVIEWED BY:

GREGG FORTNER,
Executive Director

Date: 5/1/03

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SAN FRANCISCO HOUSING AUTHORITY
440 Turk Street • San Fra ncisco CA • 94112 • (415) 554-1200

DATE: May 2, 2003

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Julie Lee, Vice President
George R Brown, Commissioner
Betty J. Smith, Commissioner
Andrew J. Clark, Commissioner
Neola Gans, Commissioner
Rev. George Woodruff, Commissioner

FROM: GREGG FORTNER, SECRETARY / EXECUTIVE DIRECTOR

SUBJECT: RESOLUTION AUTHORIZING THE EXECUTION OF DOCUMENTS PERTAINING TO THE REDEMPTION OF THE MULTI-FAMILY MORTGAGE REVENUE BONDS FOR BERNAL DWELLINGS IN THE AGGREGATE PRINCIPAL AMOUNT OF $15,500,000 IN CONNECTION WITH THE RECONSTRUCTION OF BERNAL DWELLINGS

OBJECTIVE

Adoption of this resolution will enable the Executive Director to take any and all actions necessary to payoff the $15,500,000 Housing Authority of the City and County of San Francisco Multi-family Mortgage Revenue Bonds (the "Bonds") for Bernal Dwellings with HOPE VI funds in an escrow account specifically reserved for this purpose.

OVERVIEW

In 1999, the San Francisco Housing Authority (the "SFHA"), in conjunction with other entities, financed the reconstruction of Bernal Dwellings, a 160-unit townhouse and flat revitalization for Bernal relocates and public housing households. The financing included HOPE VI funds, tax exempt bonds and low income housing tax credit equity. The development was constructed and financed in 1999 with a loan of $23 million in

HOPE VI funds from the SFHA to the partnership, low-income housing tax credit equity and tax-exempt bond financing. The development was completed and fully leased up in September 2001.

In order to achieve the benefits of tax credit financing, the development is owned by a limited partnership known as Bernal Housing Associates (the "Partnership"). The general partner of the Partnership is a nonprofit corporate affiliate of the SFHA known as Bernal Housing Corporation (the "Corporation") and the limited partner is Boston Financial Affordable Housing Fund II Limited Partnership, an affiliate of Lend Lease (the "Original Tax Credit Investor").

PRESENT SITUATION

Resolution 4790, adopted on April 8, 1999, authorized the issuance of the Bonds for Bernal Dwellings and on May 1, 1999 the bonds were issued. Resolution number 4843, adopted on November 11, 1999 authorized the SFHA to loan HOPE VI funds to the partnership in an amount not to exceed $23,000,000, including a permanent loan in the amount of $15,500,000 (the HOPE VI Permanent Loan") and to execute construction and permanent loan documents. Proceeds of the bonds, along with tax credit equity and HOPE VI funds, were used to finance construction of Bernal Dwellings, completed and fully leased by September 2001. HOPE VI funds in the amount of $15,500,000 were placed in a special escrow account with the bond trustee to be used to pay off these bonds.

The bonds mature on May 1, 2004, however, the bond indenture enables the SFHA to redeem the bonds on or after May 1, 2003. There is no reason not to pay off the bonds at this early date. In fact, it is in the best interests of the SFHA to pay off the bonds at the earliest possible time to save on insurance and other costs incurred in connection with maintaining the bonds.

BUDGET CONSIDERATION

By exercising its option to pay off the bonds at this time, prior to the maturity date, the SFHA will save approximately $80,000 to $90,000 in insurance and other costs required by the Bond Indenture.

RECOMMENDATION

Staff recommends approval of this Resolution

(Prepared by: Barbara Smith)

RESOLUTION NO. 5097

DATE ADOPTED 5/08/03

RESOLUTION AUTHORIZING EXECUTION OF DOCUMENTS PERTAINING TO THE REDEMPTION OF THE MULTI-FAMILY MORTGAGE REVENUE BONDS FOR BERNAL DWELLINGS IN THE AGGREGATE PRINCIPAL AMOUNT OF $15,500,000 IN CONNECTION WITH THE RECONSTRUCTION OF BERNAL DWELLINGS

WHEREAS, the San Francisco Housing Authority (the "SFHA"), in conjunction with other entities, financed the reconstruction of Bernal Dwellings, which includes 160 units reserved for public housing residents (the "Development");

WHEREAS, the Development was financed with HOPE VI funds, low income housing tax credits, and tax-exempt bond financing;

WHEREAS, in order to achieve the benefits of tax credit financing, the Development is owned by a limited partnership known as Bernal Housing Associates (the "Partnership"), whose general partner is a nonprofit corporate affiliate of the SFHA known as Bernal Housing Corporation (the "Corporation");

WHEREAS, Resolution 4790, adopted on April 8, 1999, authorized the SFHA to issue $15,500,000 in multi-family mortgage revenue bonds for the construction of the Development (the "Bonds");

WHEREAS, on May 1, 1999, the SFHA issued the Multi-Family Mortgage Revenue Bonds in the amount of $15,500,000;

WHEREAS, Resolution 4843, adopted on November 11, 1999, authorized the SFHA to loan HOPE VI funds to the Partnership in an amount not to exceed $23,000,000, including a permanent loan in the amount of $15,500,000 (the "HOPE VI Permanent Loan") and to execute construction and permanent loan documents;

WHEREAS, the Bonds mature on May 1, 2004 and may be redeemed starting May 1, 2003 at the option of the SFHA;

WHEREAS, the Bonds must be repaid with HOPE VI funds pledged to the bondholders for this purpose and held in a special HOPE VI escrow account held by the trustee for the Bonds ("Bond Trustee");

WHEREAS, it is in the best interest of the SFHA to pay off the Bonds at the earliest possible time to save on insurance and other costs incurred in connection with maintaining the Bonds; and

WHEREAS, all documents will be subject to any required HUD approvals, as well as to approval by SFHA general and special legal counsel.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The SFHA hereby authorizes the Bond Trustee to redeem the Bonds at the earliest possible time after May 1, 2003 following the date of this resolution;

2. The SFHA hereby authorizes the Bond Trustee to take any and all actions necessary to redeem the Bonds and to complete the permanent financing for Bernal Dwellings in accordance with the agreements executed by the SFHA in connection with the Bonds and the HOPE VI Permanent Loan.

3. All of the foregoing resolutions shall take effect only upon HUD approval of the actions and documents described above.

4. The Executive Director of the SFHA, or his designee, is authorized to execute, with such modifications as the Executive Director shall deem necessary or required to effect the intent of these resolutions, any documents necessary to redeem the Bonds and complete the permanent financing for the Development and may execute such other documents and take such other actions as he deems necessary to effect the transactions described above or contemplated in these resolutions, subject to required HUD approvals and the approval of SFHA legal counsel.

5. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Donna Martin, Managing Attorney

Date: 5·2·03

REVIEWED BY:

Gregg Fortner, Executive Director

Date: 5/2/03

HOUSING AUTHORITY
OF THE
CITY AND COUNTY OF SAN FRANCISCO

Minutes of Regular Meeting
Thursday, May 8, 2003

440 Turk Street
San Francisco, California

The Housing Authority of the City and County of San Francisco met in a regularly scheduled meeting at 440 Turk Street, San Francisco, California on Thursday, May 8, 2003, at 4:00 p.m.

President Sululagi Palega called the meeting to order at 4:16 p.m.

DOCUMENTS DEPT.

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1. ROLL CALL

Roll call found the following members to be:

PRESENT: *Sululagi Palega, Sr., President*
George R. Brown, Commissioner (Arrived at 4:22p.m.)
Betty J. Smith, Commissioner
Andrew Clark, Commissioner
Neola Gans, Commissioner
Rev. George Woodruff, Commissioner

ABSENT: *Julie Lee, Vice President (Excused)*

A quorum was present.

ALSO PRESENT: *Mr. Gregg Fortner, Executive Director*
Ms. Donna Martin, Agency Counsel

2. APPROVAL OF AGENDA

Executive Director Gregg Fortner requested the agenda be amended to address New Business, Item C, first. Commissioner Clark moved to approve the agenda as amended. Commissioner Smith seconded the motion. The motion to approve the agenda as amended was unanimously passed.

3. APPROVAL OF MINUTES

Commissioner Smith moved to approve the minutes. Commissioner Gans seconded the motion. The motion to approve the minutes was passed by a unanimous vote.

4. GENERAL COMMUNICATIONS
5. REPORT OF SECRETARY

Executive Director Gregg Fortner asked the Commission's permission to address the General Communications and Report of the Secretary simultaneously. The Commission did not object. Mr. Fortner stated that the Commission Request Log was updated to reflect the most recent due dates. The large binders received by the Commissioners, was the Revitilization Plan for Valencia Gardens. The report was submitted and approved by HUD on December 28, 2001 and revised in April of last year. The Finance Committee thought it would be a good idea to redistribute the document because most of the Commissioners now serving were not on the board when it passed. Mr. Fortner informed the Commission that this report would be a good point of reference as new resolutions pertaining to Valencia Gardens come before them. Included in the folder was a memorandum regarding the lease-up efforts of April and May. Next, was a letter of correspondence from HUD approving the relocation plan for Valencia Gardens. Following that letter was an email from the managing attorney, Donna Martin regarding the taping of Closed Sessions. The Tuesday night Sunshine Ordinance and Brown Act training prompted this inquiry. Ms. Martin's email indicated that according to the Brown Act, the SFHA Commission is not required to record its closed sessions. Mr. Fortner informed the Commission that tapes were available to the Commissioners who were unable to attend the meeting.

President Palega asked staff to research and verify that only 24 hours is necessary for Special Meeting notices.

6. COMMITTEE REPORTS

Commissioner Brown arrived during the committee reports.

Diversity Committee
No report.

Finance Committee
No report.

Personnel Committee
No report.

7. REPORT OF AGENCY COUNSEL

Agency Counsel Donna Martin stated that the Commission would be holding a closed session to discuss existing litigation. The Commission would be updated regarding Williams v. SFHA, Department of Justice v. SFHA, Austin Smith v SFHA, and Evans v. SFHA.

8. TENANT REPRESENTATIVE REPORT

City Wide Council - Senior/Disabled

President William Vitale reported that the City Wide Council – Senior/Disabled would hold a seminar on Monday, May 12, 2003. The topic will be "Humor for the Health of It," led by Dr. Patricia Woodland with a guest appearance by comedian Stacy Ransom. One hundred and fifteen people were signed up to attend.

Public Housing Tenants Association (PHTA)

President of Potrero Hill Tenants Association, Paulette Spencer reported that recently, APRI helped them in increasing voter awareness. On July 17, 2003, the annual Job Fair will be held at the Potrero Hill Gymnasium on Arkansas. Also, the neighborhood center choir has been actively performing. Ms. Spencer stated that one of her main goals is to get the laundry room functioning and to begin doing fundraisers.

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

There were no public comments on agenda items.

10. UNFINISHED BUSINESS:

There was no unfinished business.

11. NEW BUSINESS

President Palega stated that due to the change in the agenda upon approval, Item C of New Business would be heard first.

Resolution No. 5097

(C) RESOLUTION AUTHORIZING THE EXECUTION OF DOCUMENTS PERTAINING TO THE REDEMPTION OF THE MULTI-FAMILY MORTGAGE REVENUE BONDS FOR BERNAL DWELLINGS IN THE AGGREGATE PRINCIPAL AMOUNT OF $15,500,000 IN CONNECTION WITH THE RECONSTRUCTION OF BERNAL DWELLINGS

Barbara Smith, Housing Development and Modernization Administrator presented the details of this resolution. Michelle Brewer of Goldfarb and Lipman, was also present to answer any technical questions. Ms. Smith reported that in 1999 the Commission authorized the issuance of tax-exempt bonds for Bernal Dwellings as part of the overall financing to rebuild the sight. The funding also included HOPE VI funds and tax credit equity. The tax-exempt bonds were used for construction financing for Bernal Dwellings and gave the project automatic access to 4% tax credits. At this time, the bonds may be paid off at the option of the SFHA. They are term bonds and must be paid off by May 1, 2004, but the SFHA has the option to pay them off anytime after May 1, 2003. By paying off the bonds early, the SFHA would save $80,000 - $90,000 in fees associated with the bonds. There are no penalties for paying off the bonds early. They would be paid with HOPE VI funds that were drawn down and specifically pledged to do so. All of the bonds are held with the trustee of the Bernal Dwellings, HOPE VI financing, US Bank.

President Palega asked what the interest rate was on the $15 million, or if there was going to be an accumulated interest on the bonds. If so, how much would the total be.

Ms. Smith stated that the IRS had also thought of that. The bonds have an interest rate of 4.45%. The SFHA has to pay the bondholders that interest while they are outstanding. There are also dollar for dollar HOPE VI funds in an escrow account, locked into an investment agreement that earns 4.85%. The HOPE VI funds earn a slightly higher amount than the interest to be paid to the bondholders. The IRS will not allow the SFHA to keep the interest. The interest is a little greater than what must be paid to the bondholders, but the IRS will collect this difference. Ms. Smith stated that after the bonds are paid, the SFHA would break even.

President Palega asked if the excess .2% could be applied to another loan, or if the SFHA forfeits it based on how the agreement was drafted. Ms. Smith answered that we will not receive the difference because the IRS allows the issuance of tax-exempt bonds, but no money can be made on them. They can only be used for construction.

President Palega expressed concerns about losing the interest earned. President Palega stated that he thought the excess should go towards the amount owed. Ms. Smith commented that the SFHA was able to keep the $11 million in tax credit equity. By issuing these bonds, the SFHA was able to have an almost automatic allocation of 4% tax credits.

Commissioner Clark asked why the SFHA is not involved in bonds with Valencia Gardens and North Beach. Ms. Smith explained that all of the projects are a little different. Bernal needed 9% tax credits, which are extremely competitive. The Mayor's Office of Housing recommended that the SFHA get an allocation out of the first round, but was only willing to do so if the SFHA asked for 9% tax credits. Upon examining Bernal Dwellings, and Plaza East, it was determined that enough HOPE VI funding was available to do one development with 4% tax credits and the other with 9%. With 4% tax credits, less

investor equity is received than with 9%. The way to receive 4% tax credits is by doing a bond issue. Commissioner Clark asked if it was the staff's discretion that led to issue bonds on the Bernal deal. Ms. Smith replied that it was a collaborative decision between the staff, the SFHA financial advisors, the Mayor's Office of Housing, Goldfarb and Lipman, the Executive Director at the time, and the Commission. Executive Director Gregg Fortner interjected that the SFHA is actually the developer for Bernal Dwellings as opposed to North Beach, Valencia, Plaza East and Hayes Valley.

Commissioner Clark asked Michelle Brewer to address his recommendation concerns as to whether this bond issue is in the best interest of the Housing Authority. Ms. Brewer stated that the bonds must be paid by May of next year, but the Authority has the option to pay them now and save about $90,000. Furthermore, the financing of each project varies based on available funding, the number of units, and who the developer is. Bernal was bond financed in order to access the 4% tax credit. The creative financing efforts seem to have worked out fine and she didn't have any issues with Bernal's financing or the pay off of the bonds. Commissioner Clark asked if Ms. Brewer thought the Housing Authority is better off as the developer or going into partnerships. Ms. Brewer stated that there are pros and cons to each type of deal and the Housing Authority should consider the decision very carefully based on the Authority's resources and financing capabilities. Commissioner Clark asked Ms. Brewer if she recommends paying off the bonds now. Ms. Brewer answered that she is not the SFHA's financial advisor, but as their legal advisor, it is in the best interests of the SFHA to save money, therefore she recommends doing so. Commissioner Clark asked if the Commission understood that the bonds were to be paid off by May of 2004, why pay them off sooner. Ms. Brewer answered that the original deal was that the bonds could be paid off anytime between May 1, 2003 and May 1, 2004 so there was never a determination of when within the year it would be paid off. Ms. Smith added that there is a bond insurance fee and trustee fee that must be paid as long as the bonds are outstanding. Commissioner Clark asked if it was possible to use the savings in other areas. Ms. Smith answered yes.

Commissioner Woodruff asked if the bondholders would be jeopardized in any way if the bonds were paid off early. Ms. Smith answered no, because the bondholders initially agreed to these terms.

Commissioner Brown moved to approve Resolution No. 5097. Commissioner Woodruff seconded the motion. The motion to approve Resolution No. 5097 was unanimously passed.

Resolution No. 5098

(A) RESOLUTION RATIFYING THE APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 790

Glenda Powell, Labor Employee Relations Manager presented the details of this resolution. Ms. Powell stated that she was responsible for the negotiations of this contract. She also recognized Cynthia Black and Rufus Davis who participated in all of the negotiation efforts. Ms. Powell stated that representatives from SEIU Local 790 were present and recommended approval of the resolution.

Commissioner Clark asked if all of the issues had been worked out to the satisfaction of the members. Ms. Powell answered yes and that everything was moving forward in an amicable way.

Brenda Pierce, President of the Local 790 Miscellaneous Chapter, thanked the Commissioners, and the Executive Director for being instrumental in developing a good contract.

Commissioner Brown moved to approve Resolution No. 5098. Commissioner Clark seconded the motion. The motion to approve Resolution No. 5098 was unanimously passed.

Resolution No. 5099

(B) RESOLUTION TO ACCEPT 2003 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AND ACKNOWLEDGE AWARENESS OF RESPONSIBILITIES AND LIMITATIONS FOR CONSTRUCTION OF A COMPUTER LEARNING CENTER AT 992 ELLSWORTH STREET, AT CAL 1-16, ALEMANY

Alicia Sisca, Senior Project Manager for Housing Development and Modernization department presented this resolution. Ms. Sisca stated that in January of this year, staff came to the Commission for permission to apply for this grant. It was subsequently presented to the Mayor's Office of Community Development to fund a computer learning center at the Alemany development. The city recommended the SFHA for the funding and the tenant's association fully supports the project.

Commissioner Clark asked where the $150,000 would come from. Mr. Fortner stated that the funding comes from the Community Block Grant, which is administered through the Mayor's Office of Community Development. Commissioner Clark confirmed that it was not costing the SFHA any money. President Palega said no, and added that in the past the SFHA has received funding from this same grant to improve playgrounds, and 504 handicap standards. The money is available to non-profit agencies for capital improvement programs. Mr. Fortner commented that generally the SFHA receives about $250,000 a year from this grant.
Commissioner Brown asked Ms. Sisca to explain the issue of the SFHA furnishing 15% of seed money. Ms. Sisca stated that if the funding is over $100,000 the SFHA has to fund

15% of it. The SFHA has budgeted the consultant fees and the Mayor's Office will pay for the construction fees. Mr. Fortner added that this grant enables the SFHA to remove this item from the capital fund and spend those funds on other improvements.

Commissioner Woodruff asked if there was a time frame for completion. Ms. Sisca answered that it must be completed within one year from July 1, 2003. Mr. Fortner stated that the SFHA has never had any problems in meeting the deadlines for the grant. Ms. Sisca stated that the SFHA can request extensions if necessary.

Commissioner Clark moved to approve Resolution No. 5099. Commissioner Gans seconded the motion. The motion to approve Resolution No. 5099 was unanimously passed.

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

Cynthia Selmar, Director of the African American Health Initiative with the San Francisco Department of Public Health presented two programs co-sponsored by the San Francisco Housing Authority: The Community Empowerment Center and an open house for Alternative and Complimentary Medicine program at the Rosa Parks Senior Center, on May 21, 2003. Ms. Selmar reported that in San Francisco, African-Americans suffer the most from preventable health problems. The African American Health Initiative targets the communities hardest hit by these circumstances. In the Bay View Hunter's Point area, community violence is also being addressed. A safety zone has been established at 1 Harbor Rd., and no reports of violence have occurred in that area. Ms. Selmar thanked, Executive Director Gregg Fortner, Deputy Executive Director Naja Boyd, Rufus Davis, Anthony Ihejeto, Commissioner Betty Smith and President Palega for their support. Ms. Selmar invited everyone to visit the programs and participate in the services. Although African Americans are the targeted recipients of service, all ethnicities are welcome.

President Palega thanked Ms. Selmar for the work they are performing in the community and making the information available to those who otherwise might not get it. President Palega added that the Pacific Islander community also benefits because of the similar illnesses plaguing their communities.

Commissioner Clark asked if there are doctors associated with the program. Ms. Selmar answered that the Complimentary Alternative Medicine program is a holistic health program with a chiropractor on staff. The other programs at the Community Empowerment Center, provide health information, screening services and HIV testing. Counseling is provided with the results of the HIV testing and individuals are referred to South East Health Center.

Terence Mayo the attorney for ASF Electric Co. was protesting the cancellation of the solicitation where ASF was the low bidder for fire and life safety work at Robert Pitts Plaza. ASF was the low bidder by almost $200,000. After submitting their bid, ASF

learned that their subcontractor for the fire alarm installation was not certified for the installation of those systems. The same day that it was brought to ASF's attention, they offered to substitute the only subcontractor, Pacific Auxillary Fire Alarm (PAFA), qualified to do so. Mr. Mayo stated that PAFA was the consultant for the Housing Authority that assisted in drafting the specifications including specifying that the installer had to be NESCO certified. Mr. Mayo stated that the certification is not necessary to install the system, it only guarantees additional level of warranty and certification. Mr. Mayo stated that the certification was the third addendum and was added by PAFA five days before the bids were due. Mr. Mayo contended that on March 2, 2003, nine days before PAFA created addendum three, they received a letter from Honeywell stating that Firetronics was not NESCO certified. Mr. Mayo claimed that they only did so because they knew Firetronics was their only competition for the job. Firetronics never received a letter from the Housing Authority stating that they were unqualified, and ASF had no knowledge of Firetronics being uncertified. On the day of the bid opening, ASF learned that Firetronics was not qualified and agreed not to raise their bid and to substitute PAFA even though their bid was $25,000 more. After a month, the solicitation was cancelled because ASF was accused of submitting two subcontractors. Mr. Mayo stated that he believed it would be very difficult to obtain a contract as low as ASF with NESCO certification. Mr. Mayo requested that the cancellation of the ASF bid be put on the agenda for the next Commission meeting.

Commissioner Brown asked if ASF changed their subcontractor after the bids were announced. Mr. Mayo replied that ASF did so at the request of the Housing Authority.

Executive Director Gregg Fortner stated that from the information provided by Mr. Mayo, the bid would have to be cancelled based on the suggestion that a consultant used by the Housing Authority loaded the debt so that they could get more work. Mr. Mayo responded that only ASF loses in this situation because they have to compensate for the $25,000 difference in the subcontractors' prices.

Commissioner Brown asked if ASF had done previous work for the Housing Authority. Cathy Lagomarsino representing ASF Electric stated that they have been in business since 1983, and performing work for the SFHA since then. She described the various projects worked on by ASF. Ms. Lagomarisino explained that ASF is willing to lose the $25,000 in order to keep the work flowing for ASF. She also spoke of the capabilities of her employees and the hard work that went into putting together this bid. Ms. Lagomarisino stated that one of her main concerns was that her bid is now public and this could jeopardize ASF's chances in the next solicitation. She also expressed her issues with PAFA fixing the bid qualifications in their favor.

President Palega stated that the agency counsel would be advising the Commission on this matter and staff will get back to ASF.

Mr. Fortner added that the procurement process is really what is being called into question and is in no way disparaging on this company. At some point the bid process was compromised and the SFHA must be able to withstand any audit scrutiny otherwise would have to pay to HUD for a faulty procurement.

Randall Evans challenged the priorities of the Housing Authority. He stated that his son was shot in Potrero Hill last year and so was his nephew. Mr. Evans said that he represents people with vested interests, those not on a lease. He said that there is a lot of violence in public housing. Mr. Evans took issue with the Housing's rule that convicted felons cannot qualify for public housing. He asked when does a person stop paying for the crime they committed, because even after they serve their time, they can no longer qualify for housing. Mr. Evans suggested that the Commission meetings be televised and the press should be present so that more people can get involved.

Jan Allen of Rosa Parks stated that she has written letters to Deputy Executive Director Naja Boyd and Executive Director Gregg Fortner about Commissioner Smith and has not received a response. Ms. Allen stated that Commissioner Smith signed the security contract and it was inappropriate for her to do so. She complained that she doesn't feel the warmth or the policy of being heard. Ms. Allen added that she doesn't condone any of the actions of Commissioner Smith. She accused Commissioner Smith of making slanderous comments and being intimidating.

Vera Stewart complained of the actions of Commissioner Smith.

13. COMMISSIONER COMMENTS AND REPORTS

President Palega announced that May 8, 2003 was the Gang Free Conference Day. President Palega stated that many think that gangs come from public housing, but they actually come to public housing. Police reports have verified this. Mike Roetzer, Jim Williams, and Lavonne Barnes dealt with some of the issues at the conference. President Palega stated that with the work the SFHA has been doing and the money being spent, we should be seeing progress. If the Police Department is not willing to help in the process then perhaps it needs to become an issue for higher elected officials. Jim Williams interjected that the issue had been clarified and verified by the Police Department. All in all, President Palega stated that the Conference went well. President Palega thanked the staff for their presence at the conference.

14. CLOSED SESSION

President Sululagi Palega announced that the Commission had concluded its public business and would go into closed session. A Closed session was scheduled with the Executive Director and Agency Counsel under Government Code Section §54956.9 (b)(1) to discuss pending legal matters. The Commission went into closed session at 5:40 p.m.

15. RECONVENING OF THE COMMISSION MEETING

The Commission reconvened at 7:04 p.m. The Commission met in closed session to discuss the items noticed on the agenda. The Commissioners present in the closed session were Commissioners Smith, Clark, Gans, and Woodruff. Commissioner Brown was excused early. President Palega stated that the Commission would be prepared to inform the public of the outcome. The Commission requested a list of all pending litigation and attorneys assigned to the cases. Mr. Fortner added that the outcome of the concluded cases would be made public. Commissioner Clark stated that the Commission also requested monthly status updates from the outside counsel on pending litigation.

16. ADJOURNMENT

There being no further business to come before the Commission, Commissioner Clark moved to adjourn the meeting and Commissioner Smith seconded the motion. President Palega adjourned the regularly scheduled meeting of May 8, 2003 at 7:07 p.m.

Gregg Fortner, Secretary/Executive Director

Sululagi Palega, President

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • (415) 554-1200

The San Francisco Housing Authority Invites You to Attend a Public Hearing on Its 2003-04 Draft Public Housing Authority Plan

1:30 P.M.
Tuesday, May 20, 2003
West Bay Conference Center
1290 Fillmore Street (@ Eddy Street)

Municipal Railway Lines: 5, 22, 31 and 38

Discussion Topics Include:

- **Section 8 Administrative Plan**
- **Public Housing Admissions**
- **The Capital Fund**
- **Fair Housing**

5-15-03

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440 Turk Street • San Francisco CA • 94102 • (415) 554-1200

NOTICE

THE REGULARLY SCHEDULED MEETING OF THE
SAN FRANCISCO HOUSING AUTHORITY COMMISSION
WILL BE HELD ON THURSDAY, MAY 22, 2003 AT 4:00 P.M.
AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA, 94102

AGENDA
May 22, 2003

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1. ROLL CALL

   Sululagi Palega, Sr., President
   Julie Lee, Vice President
   George R. Brown, Commissioner
   Betty J. Smith, Commissioner
   Andrew J. Clark, Commissioner
   Neola Gans, Commissioner
   Rev. George Woodruff, Commissioner

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

   - May 8, 2003 Regular Commission Meeting

4. GENERAL COMMUNICATIONS

5. REPORT OF SECRETARY

6. COMMITTEE REPORTS

   Diversity Committee – Nothing to Report
   Finance Committee – Nothing to Report
   Personnel Committee – Nothing to Report

7. REPORT OF AGENCY COUNSEL

8. TENANT REPRESENTATIVE REPORT:

City Wide Council - Senior/Disabled
Public Housing Tenants Association (PHTA)

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

(A) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXTEND THE AGREEMENT WITH BASCOM AND ASSOCIATES (TEMPORARY EMPLOYMENT SERVICES AGENCY) FOR SERVICES PROVIDED TO THE SAN FRANCISCO HOUSING AUTHORITY NOT TO EXCEED $50,000.00

(B) RESOLUTION REQUESTING THE COMMISSION TO RATIFY THE ADMINISTRATIVE ACTION TAKEN BY THE EXECUTIVE DIRECTOR IN AWARDING A CONTRACT TO AYOOB AND PERRY WHICH WAS DISPATCHED BY THE AUTHORITY TO PROVIDE EMERGENCY HEATING LINE REPLACEMENTS AND RELATED TOXIC MATERIAL ABATEMENT IN ALICE GRIFFITH IN THE AMOUNT OF $54,831.00

12. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

13. COMMISSIONER'S COMMENT AND REPORT

14. CLOSED SESSION

A Closed session is scheduled with the Executive Director and Agency Counsel under Government Code Section 54956.9 (b)(1) to discuss potential litigation (case names unspecified to avoid jeopardizing negotiations); and a closed session is scheduled with the Executive Director and Agency Counsel to discuss pending litigation under Government Code Section 54956.9(a) (Beverly Williams v SFHA).

15. RECONVENING OF COMMISSION MEETING

16. ADJOURNMENT

GREGG FORTNER, Secretary/Executive Director

A

SAN FRANCISCO HOUSING AUTHORITY

PUBLIC HOUSING OPERATIONS/ELIGIBILITY
440 Turk Street · San Francisco, CA 94102 · Phone: (415) 554-1200

DATE: May 22, 2003

TO: **SAN FRANCISCO HOUSING AUTHORITY COMMISSION**

Sululagi Palega Sr., President
Julie Lee, Vice President
George R. Brown, Commissioner
Betty J. Smith, Commissioner
Andrew J. Clark, Commissioner
Neola Gans, Commissioner
Rev. George Woodruff, Commissioner

FROM: Gregg Fortner, Secretary/Executive Director

SUBJECT: **RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXTEND THE AGREEMENT WITH BASCOM AND ASSOCIATES (TEMPORARY EMPLOYMENT SERVICES AGENCY) FOR SERVICES PROVIDED TO THE SAN FRANCISCO HOUSING AUTHORITY IN AN AMOUNT NOT TO EXCEED $50,000.00.**

OVERVIEW

This resolution is a request to extend an agreement with Bascom & Associates to provide temporary employment services to the Eligibility Department to assist with lease up efforts. The current contract, entered into February 2003, not to exceed $25,000.00, has accommodated 3 additional staff persons.

PRESENT SITUATION

Within this last year, the Eligibility Department has experienced significant staff turnover. In order to meet the lease-up objectives for the Section 8 and Public Housing Programs, the Eligibility Department utilized temporary staff. To this end, the Authority has achieved 100% utilization of its Section 8 Voucher Program; and is now focusing all staff efforts to lease up available public housing units. In order to maintain the momentum and to meet the objective within the next sixty (60) days, it is important to retain staff, who have been trained in Eligibility processes and procedures.

ANTICIPATED OUTCOME

The anticipated outcome is to be 100% leased up in the Public Housing Program, within the next 60-days.

WHO BENEFITS

The benefit is to the Agency and to the low-income community of San Francisco.

FUNDS AVAILABLE

Funding to cover the cost of these services are available in the Housing Authority's Low-Income and Section 8 Program Budgets.

RECOMMENDATION

I recommend the attached resolution be approved, authorizing the execution of a contract extension to the existing agreement with Bascom & Associates, to provide temporary employment services for the San Francisco Housing Authority not to exceed $50,000.00.

RESOLUTION NO. 5100
ADOPTED. 5/22/03

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXTEND THE AGREEMENT WITH BASCOM & ASSOCIATES TO PROVIDE TEMPORARY EMPLOYMENT SERVICES TO THE SAN FRANCISCO HOUSING AUTHORITY IN AN AMOUNT NOT TO EXCEED $50,000.00.

WHEREAS, the Authority is required to maintain 100% occupancy of its Public Housing units; and

WHEREAS, the Eligibility Department is currently processing, screening and selecting potential applicants from the waiting list; and

WHEREAS, it is necessary to have a full complement of staff to complete the Eligibility process accurately, efficiently and expeditiously; and

WHEREAS, funding to cover the cost of this service is available in the Low-Income and Section 8 Program Budgets.

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is authorized to extend the Agreement with Bascom & Associates not to exceed fifty thousand dollars ($50,000.00)

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Donna Martin

Donna Martin, General Counsel

5.16.03

Date

REVIEWED BY:

Gregg Fortner, Executive Director

5/16/03

Date

B

SAN FRANCISCO HOUSING AUTHORITY

440 Turk Street • San Francisco CA • 94102 • (415) 554-1200

DATE: May 15, 2003

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSION

Sululagi Palega, Sr., President
Julie Lee, Vice President
George R. Brown, Commissioner
Betty J. Smith, Commissioner
Andrew J. Clark, Commissioner
Neola Gans, Commissioner
Rev. George Woodruff, Commissioner

FROM: Gregg Fortner, Executive Director

SUBJECT: RESOLUTION REQUESTING THE COMMISSION TO RATIFY THE ADMINISTRATIVE ACTION TAKEN BY THE EXECUTIVE DIRECTOR IN AWARDING A CONTRACT TO AYOOB AND PERRY WHICH WAS DISPATCHED BY THE AUTHORITY TO PROVIDE EMERGENCY HEATING LINE REPLACEMENTS AND RELATED TOXIC MATERIAL ABATEMENT IN ALICE GRIFFITH IN THE AMOUNT OF $54,831.00.

OVERVIEW:

The resolution requests the Commission to ratify the administrative action taken by the Executive Director in awarding a contract to Ayoob & Perry to provide emergency heating line replacements and related toxic material abatement in Alice Griffith. On April 14, 2003, the Maintenance Department received several calls from the residents complaining of lack of heat in five (5) buildings along Griffith and Cameron. In-house staff performed heating tests and relevant exploratory examination to ascertain the cause. This examination uncovered a wider scope of work than originally anticipated. The firm of Merlot was charged to excavate approximately four hundred (400) linear feet to expose suspected breakage of heating lines. Upon completion of the excavation work, it was found that several portions of the heating lines were broken and the scope of work required to correct the problem far exceeded the capability of our in-house staff. Two

plumbing firms were dispatched to the site to assess the situation and provide quotations to repair the damage.

HEALTH AND SAFETY ISSUES:

The Maintenance Department secured the open excavated area with boards and temporary fencing. This was unsightly and a burden to the residents. In addition, water was being pumped out of plumbing line chase twenty four (24) hours a day to keep the lines above water, and avoid flooding in the area. Although this was not an immediate life and safety issue, there was a significant potential for liability against the Agency if the project repair was delayed.

JUSTIFICATION/PRICE ANALYSIS:

The Authority, due to the urgency of the situation, sought two plumbing contractors that the SFHA uses on a regular basis. These two (2) firms have been responsive to the needs of the Authority and its residents, and have provided quality work in the past. Due to the urgency, there was no scope of work prepared to solicit bids using a full and open competitive process. The contractors had to come on site to analyze and determine how to repair the pipes. Both contractors had to obtain an asbestos abatement contractor to complete their price proposals. These prices were finalized and submitted to the Authority on May 13, 2003. They are as follows:

- Ayoob & Perry $54,831.00
- ACCO 55,517.00

Due to the short timeframe available to procure these services, the SFHA obtained limited competition to determine the market value of this specific type of work. The price analysis that was conducted determined that the low offer was fair and reasonable.

REGULATION:

In accordance with 24 CFR 85.36 (I) procurement by noncompetitive proposal may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies: (b) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitations.

RECOMMENDATION:

It is therefore respectfully recommended that the commission ratify the administrative action taken by the Executive Director in awarding the contract to Ayoob & Perry which are currently performing the repairs necessary to correct the problem in Alice Griffith. The ongoing repairs will provide relief to thirty-five (35) families who reside in Cameron and Griffith Streets. All procurement actions were in accordance with the regulations; the actions taken to execute an urgent procurement are justifiable and are in the best interest of the Authority and its residents.

RESOLUTION NO. 5101

DATE ADOPTED: 5/22/03

RESOLUTION REQUESTING THE COMMISSION TO RATIFY THE ADMINISTRATIVE ACTION TAKEN BY THE EXECUTIVE DIRECTOR IN AWARDING A CONTRACT TO AYOOB AND PERRY WHICH WAS DISPATCHED BY THE AUTHORITY TO PROVIDE EMERGENCY HEATING LINE REPLACEMENTS AND RELATED TOXIC MATERIAL ABATEMENT IN ALICE GRIFFITH IN THE AMOUNT OF $54,831.00

WHEREAS, the Authority's heating lines located in Griffith and Cameron streets needed immediate repair and replacement; and

WHEREAS, there is potential liability against the Agency if project to repair is delayed; and

WHEREAS, the Authority needed to provide immediate relief to the thirty-five families affected by the heating line breakage; and

WHEREAS, the Authority sought two plumbing contractors who have been responsive to the needs of the Authority and the residents and have provided quality work in the past; and

WHEREAS, the Authority received quotation from the following firms:

- Ayoob & Perry $54,831.00
- ACCO $55,517.00

WHEREAS, in accordance with 24 CFR 85.36 (I) procurement by noncompetitive proposal may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies: (b) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitations; and

WHEREAS, funds to cover the cost in this agreement are available in the Authority's Low Income Operating Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The commission is ratifying the administrative action taken by the Executive Director in awarding a contract to Ayoob & Perry to repair and replace the heating lines in Alice Griffith in an amount not to exceed $54,831.00.

2. This resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Donna Mart

DONNA MARTIN
General Counsel

Date: 3·16·03

REVIEWED BY:

GREGG FORTNER
Executive Director

Date: 3/16/03

LEWIS N. MERLO
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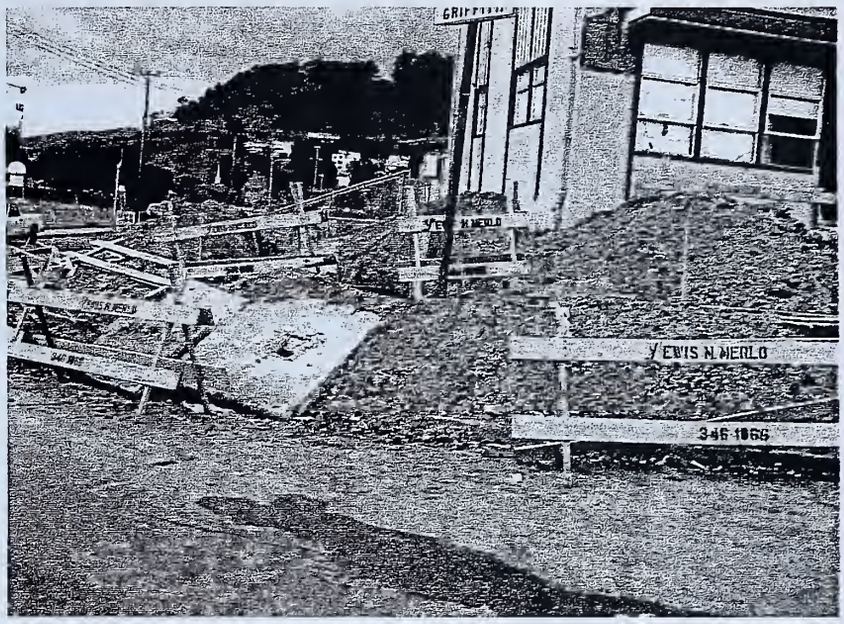
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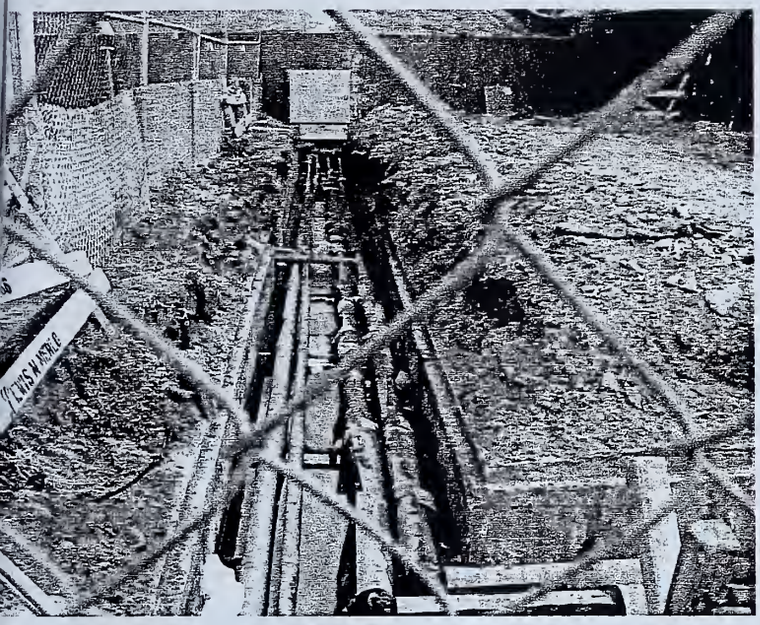

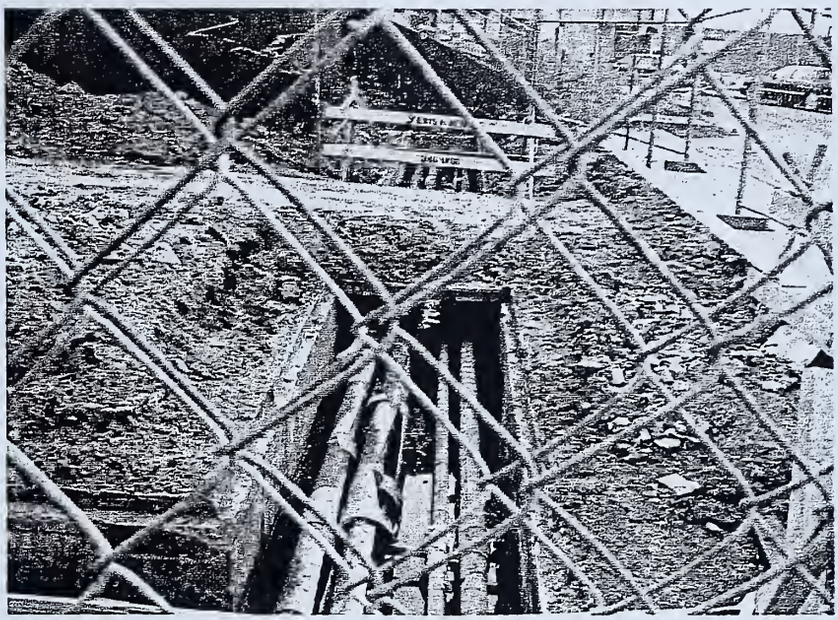

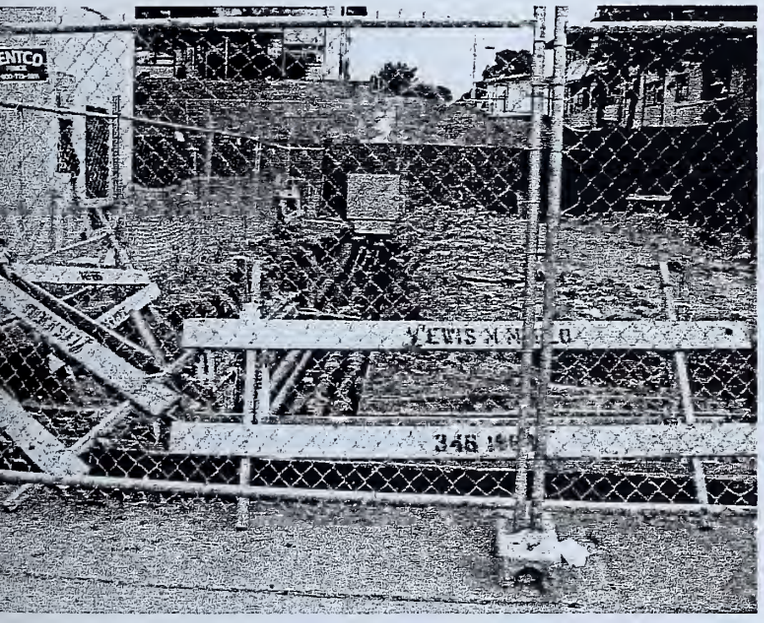

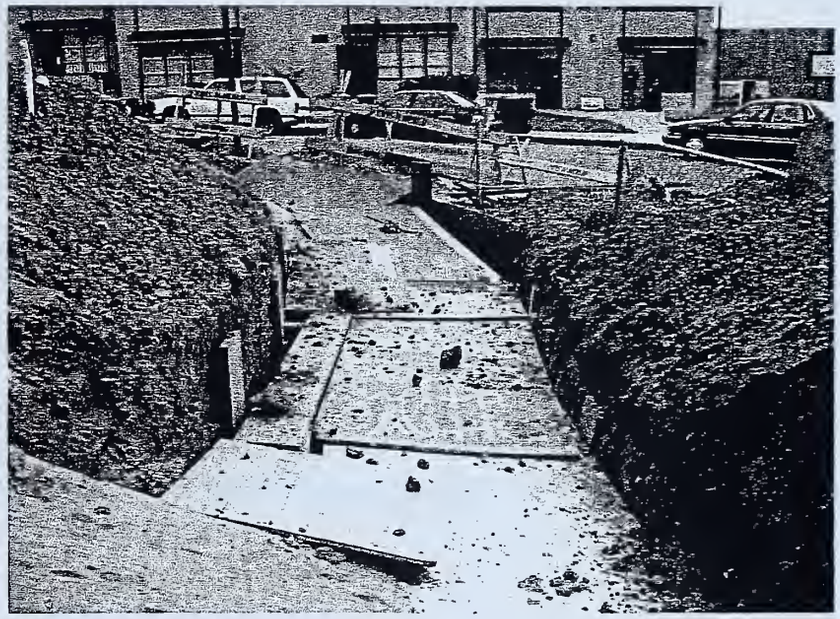

HOUSING AUTHORITY
OF THE
CITY AND COUNTY OF SAN FRANCISCO

Minutes of Regular Meeting
Thursday, May 22, 2003

440 Turk Street
San Francisco, California

The Housing Authority of the City and County of San Francisco met in a regularly scheduled meeting at 440 Turk Street, San Francisco, California on Thursday, May 22, 2003, at 4:00 p.m.

President Sululagi Palega called the meeting to order at 4:07 p.m.

1. ROLL CALL

Roll call found the following members to be:

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PRESENT: *Sululagi Palega, Sr., President*
Julie Lee, Vice President
George R. Brown, Commissioner
Betty J. Smith, Commissioner
Andrew Clark, Commissioner
Neola Gans, Commissioner
Rev. George Woodruff, Commissioner

A quorum was present.

ALSO PRESENT: *Mr. Gregg Fortner, Executive Director*
Ms. Donna Martin, Agency Counsel

2. APPROVAL OF AGENDA

Commissioner Smith moved to approve the agenda. Commissioner Clark seconded the motion. The motion to approve the agenda was unanimously passed.

3. APPROVAL OF MINUTES

Commissioner Smith moved to approve the minutes. Commissioner Gans seconded the motion. The motion to approve the minutes was passed by a unanimous vote.

4. GENERAL COMMUNICATIONS
5. REPORT OF SECRETARY

Executive Director Gregg Fortner asked the Commission's permission to address the General Communications and Report of the Secretary simultaneously. The Commission did not object. Mr. Fortner stated that the Commission Request Log was updated to

reflect the most recent due dates. Mr. Fortner made special mention of the Valencia Gardens Architect Presentation scheduled for the June 12, 2003 Commission Meeting. The next item in the Commission folder was a spreadsheet detailing the pending legal cases and categorizing the specifics of each case. Mr. Fortner told the Commission that if they had any additions to the categories on the spreadsheet to let the Agency Counsel, Donna Martin know. Following the spreadsheet was a memorandum regarding the Public Housing Operations Conventional Housing Lease-Up. Mr. Fortner stated that the SFHA is averaging about 25 lease ups every 2 weeks. Next in the folder was the correspondence from the Department of Housing and Community Development regarding the selection of multifamily housing program applications for loan and grant committee review and funding recommendations. The letter stated that the SFHA application had successfully ranked against other applications. Next, Mr. Fortner commented on documents from HUD's Federal Register. Mr. Fortner stated that this documentation deals with the executive order regarding open competition and government neutrality in labor relation issues. A memorandum from Donna Martin regarding the status of legal services and procurement actions was also included in the folder. In reference to the next item, Mr. Fortner stated Ms. Martin researched the amount of time required for special meeting notification as requested by President Palega. Only 24 hours are required as had been practiced. The last item in the folder were pictures supporting Item 11 B of New Business.

Commissioner Clark asked about the state correspondence and said that he was unaware that the application was competitive. Mr. Fortner stated that the letter was very positive and asked Barbara Smith, Housing Development and Modernization Administrator, to elaborate. Ms. Smith echoed the sentiments of Mr. Fortner and added that it is very likely that the SFHA will receive the funding.

6. COMMITTEE REPORTS

Diversity Committee
No report.

Finance Committee
No report.

Personnel Committee
No report.

7. REPORT OF AGENCY COUNSEL

Agency Counsel Donna Martin stated that the Commission would be holding a closed session to discuss potential and pending litigation. The Commission would be updated regarding Beverly Williams v. SFHA.

8. TENANT REPRESENTATIVE REPORT

City Wide Council - Senior/Disabled

President William Vitale reported that the City Wide Council – Senior/Disabled held a seminar on Monday, May 12, 2003. The topic was "Humor for the Health of It," and it was very successful. Mr. Vitale thanked Commissioners Gans, Smith and President Palega for attending. In August the City Wide Council would hold a joint meeting with the resident councils on parliamentary procedures and how to run a meeting.

Public Housing Tenants Association (PHTA)

Eddie Kittrel, President of Potrero Annex reported that the Potrero Hill Resident's Council and the San Francisco Operations Dream Team attended the Annual Easter Egg Hunt on Treasure Island on April 19, 2003, and had a great time. Potrero Hill had four complete buses of children attend. On May 5, 2003 Jason Smith of the Giants sponsored three adults and 16 children to attend the baseball game. Mr. Kittrel stated that they are requesting more tickets for the future. On May 17, 2003 the residents of Potrero Hill attended the Officers for Justice and Operations Dream Team Annual Scholarship Dinner. The residents were also asked to participate in the annual walk around Lake Merced on June 7, 2003. Registration begins at 7:00 a.m., the walk begins at 9:00 a.m. and it costs $10 per person. In conclusion, Mr. Kittrel announced that the 9th Annual Job and Health Fair would be at the Protrero Hill Family Resource Center. The projected date for the fair is July 19, 2003. Mr. Kittrel stated that various unions and employers would be present as well as medical and health care representatives. Mr. Kittrel requested everyone's presence at the fair, especially the Commissioners.

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

There were no public comments on agenda items.

10. UNFINISHED BUSINESS:

There was no unfinished business.

11. NEW BUSINESS

Resolution No. 5100

(A) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXTEND THE AGREEMENT WITH BASCOM AND ASSOCIATES (TEMPORARY EMPLOYMENT SERVICES AGENCY) FOR SERVICES PROVIDED TO THE SAN FRANCISCO HOUSING AUTHORITY NOT TO EXCEED $50,000.00

Naja Boyd, Deputy Executive Director, was accompanied by David Esparza for the presentation of this resolution. Ms. Boyd stated that passing this resolution would extend the contract with Bascom and Associates to provide temporary employment services during the Section 8 lease up efforts. Ms. Boyd began by addressing a letter received by the Commission from an anonymous employee and clarified the purpose for Bascom and Associates services. Ms. Boyd explained that the temporary agencies were contacted because of the excessive turnovers in the Section 8 department. Several key positions had been lost and there was an immediate need to fill them in order to meet the demand of the 2000 voucher issuance. The Employment Development Department, Kelley Agency, and Bascom and Associates were contacted and Bascom was able to immediately respond to the SFHA's request. Through Bascom, the SFHA acquired nine staff members, with a goal of not exceeding $25,000. As the project evolved, this amount was exceeded because the objective was still unmet. The outcome of the additional staffing was the SFHA successfully utilizing 2000 Section 8 vouchers and the receipt of an additional $120,000 per month in administrative fees. In the process, two of the temps were hired and are now members of the SEIU Local 790 Union.

Ms. Boyd explained that in order to keep the momentum, the SFHA would like to continue working with Bascom. Funding would come from the Low Income Operating Fund and resources would be used in the public housing lease-up efforts. Ms. Boyd stated that initially, the SFHA utilized three workers from the agency, but currently only have two. Ms. Boyd said that the SFHA would like to continue in this endeavor in order to complete the program goals.

Commissioner Clark asked Ms. Boyd why the SEIU Local 790 employees could not pick up the slack versus hiring temporary employees. Mr. Fortner addressed the inquiry. He stated that in August of 2002, 74% of Section 8 vouchers were leased. Three months later, the existing staff had not made much progress. At that point, Naja Boyd, and David Esparza went to San Diego to learn the system they used to achieve their lease-up goals. After the orientation in San Diego, a strategy was developed to hire as many temporary employees as the Housing Authority could afford, at the time. Anyone who didn't produce was let go. This would not result in a permanent staffing situation. Mr. Fortner explained that because of the anticipated budget crises, the Housing Authority could no longer afford to lose $120,000 a month in administrative fees. Mr. Fortner stated that the SFHA receives anonymous letters from supposed employees and concerned citizens all the

time. The disadvantage of this methodology is that the SFHA does not have an opportunity to respond, which is the policy. It is especially detrimental when the statements are false. Mr. Fortner stated that this correspondence is merely a letter to attack staff and doesn't have much credibility. Because the letter was addressed to the Commission, staff wanted to assure the Commission that there were no improprieties, the personnel contractor was properly procured, and there is no question as to its legality.

Commissioner Brown asked what were the wages of the temporary employees and whether they received benefits. Mr. Esparza explained that the temporary employees actually work for the temp agency, and their pay rates as well as health benefits were negotiated by those two parties. The Housing Authority paid a fee to use the private agency's resources and there were no additional costs to provide benefits to the employees. Commissioner Brown then asked what were the fees paid since the Housing Authority spent more than the procured amount. Mr. Fortner explained that the $25,000 was not exceeded, the SFHA went over the $25,000 cap on the purchase order. Instead of executing another purchase order, the staff decided to come before the Commission because the additional funds were going to the same company.

Commissioner Woodruff verified with Ms. Boyd that the SFHA is not directly paying the employees, but is instead paying the temp agency for their resources. Commissioner Woodruff then explained that he understood the spirit of the letter to question why the SFHA is funding a temp agency while simultaneously talking about the possibility of lay offs. He asked for the staff to address that issue. Mr. Fortner confirmed that the letter did insinuate what Commissioner Woodruff explained. Additionally, SEIU Local 790 does not maintain a pool of resources and a full recruitment would have had to be executed to hire temporary workers. That recruitment would have established specific timelines that were not feasible during that financial state. Mr. Fortner stated that the SFHA has had relationships with temporary services in the past and has also previously paid a finder's fee to temporary agencies. The process used to lease up the vouchers was always meant to be temporary. As soon as Section 8 and Public Housing were leased up at 100%, the temporary employees would be let go. Mr. Esparza added that the SFHA anticipated intensive work for a short period of time requiring resources for the effort the SFHA was trying to achieve. It was understood that when the work was completed the temporary assignments would also be completed.

Vice President Lee stated that she thought the resolution was a good idea in consideration of the current budget crises because permanent employees are more expensive in the long run. Vice President Lee also said that the SFHA should consider temporary employment as an option more often. This alternative would help with the budget problems and is the only way for the SFHA to survive.

Commissioner Clark asked what the lease-up percentage was prior to hiring the three temps. Mr. Fortner answered that the Section 8 lease up was at 74% in August of 2002. Three months later it had risen 3-4%. Commissioner Clark asked who was responsible for

the lease-up efforts at that time and when did the SFHA begin working with Bascom and Associates. Mr. Fortner answered that existing staff was and the relationship with Bascom and Associates began in October. Ms. Boyd interjected that nine employees came to work for the SFHA on the Section 8 lease-up project. At the end of February, three employees remained. The Section 8 utilization rate is now at 100% and the focus has shifted to leasing up all of public housing. Update reports are provided to the Commission at each meeting. Ms. Boyd stated that the SFHA is finally gaining the momentum to achieve the 100% lease up goal for public housing.

In response to Commissioner Clark's comments regarding the productivity of the temporary employees, Mr. Esparza stated that after receiving the assistance of the temp employees, the SFHA witnessed an astronomical increase in the lease up efforts ranging between 1.1-1.2% per week. Prior to this, the efforts were stagnant. Mr. Fortner added that the Bascom employees supplemented existing staff and did not achieve this goal on their own.

President Palega expressed concerns about morale at it related to how much the temporary employees were being paid versus the SFHA employees, if the previous contract for 9 employees was only $25,000. President Palega questioned when the trade line would be crossed because cheap labor is not hard to find. President Palega wondered if the Housing Authority was going to begin reneging on its word and fail to provide long-term benefits and retirement for its employees who work hard and do a good job. President Palega stated that he doesn't want to see this agency turn into an employer that hires employees to provide quick fixes and then lays them off. Mr. Fortner addressed the issues. He stated that the length of time the nine temporary employees were at the SFHA varied between one week and the present. The SFHA was also concerned about staff morale, but the first responsibility was making sure that 2000 people who could benefit from Section 8 did. These beneficiaries would have had to wait if the SFHA had continued along the same course. Mr. Fortner explained that the temp agency was not utilized in an effort to undercut the union's process or wages. The purpose was for the SFHA to realize its financial potential and in no way would the SFHA make a practice of hiring temporary employees to handle normal business.

President Palega asked if the regular staff could have handled expediting the Section 8 voucher lease up. Mr. Fortner replied that they had tried for more than eight months to no avail. President Palega responded that the tone of the letter described a situation that the regular staff could have handled with an increase of their hours. If the issue was a shortage in time and money then the SFHA must consider preserving its workforce, but if that option was exhausted then it only made sense to implement a new approach. The tone of the letter made it seem as though the SFHA employees were deprived of the opportunity to prove their skills. Mr. Fortner replied that there are some bitter people who work for and are served by this agency, and it is no secret who wrote the letter. Lower level staff can make suggestions to their managers in a productive and respectful manner. Mr. Fortner said that he would not allow management to be dictated by people

they supervise, who don't know the whole picture. President Palega commented that this letter was not solicited and the Commission wouldn't be doing their job if they didn't bring it to the attention of staff. When concerns are brought to the attention of the Commission, they will be addressed otherwise people will not bother to bring up issues.

Commissioner Brown reiterated his inquiry of how much the temporary employees were being paid and stated that the SFHA should be concerned with those numbers as well. Ms. Boyd asked Ms. Sparks, the Eligibility Program Monitor and Ms. Washington of Bascom and Associates to address the question. Ms. Sparks stated that the SFHA paid Bascom $20 an hour for each employee. Ms. Washington added that the eligibility workers actually received $13.50 an hour. The difference included worker's compensation, insurance, payroll taxes, and other stationary markers. Ms. Washington stated that an eligibility worker is a clerical position and $13.50 is the current market rate.

Commissioner Woodruff asked if what the letter portrays and what is actually going on are two different issues. Mr. Fortner answered that the person who wrote the letter doesn't know what they are talking about. Commissioner Woodruff stated that the letter magnifies the issue of the agency considering layoffs while asking for up to $50,000 for temporary employees. Commissioner Woodruff asked if one issue has anything to do with the other. Mr. Fortner answered that the two could be related, but no staff would be laid off and a temp retained. The SFHA did not anticipate this special project to exceed 60 days. Any workforce reductions occurring without a 60-day notice would include a compensation package. Commissioner Woodruff asked why the SFHA doesn't use the funds allocated for this contract to save at least one person's job who might otherwise lose it. Mr. Esparza stated that Commissioner Woodruff's point was a good one, but essentially, it came down to a timing issue. Significant resources were necessary to immediately deal with the situation. Six months later the opportunity to provide the vouchers would have been lost by going through the existing process. The money could be used to retain someone's job six months from now, but the SFHA would have lost the opportunity to provide housing to someone in need for six months. Mr. Esparza said that it was a trade off and this issue was a part of the discussion when staff was contemplating using temporary employees. Mr. Fortner added that this $50,000 one time cost enabled the Authority to lease up all of the vouchers and revenue increased by $120,000 a month. That increase allows the Authority to salvage half of a dozen jobs.

Commissioner Clark asked the Commission to keep in mind the comments of Commissioner Woodruff because lay offs are a very sensitive issue in these economic times.

Commissioner Clark moved to approve Resolution No. 5100. Commissioner Smith seconded the motion. The motion to approve Resolution No. 5100 was unanimously passed.

Resolution No. 5101

(B) RESOLUTION REQUESTING THE COMMISSION TO RATIFY THE ADMINISTRATIVE ACTION TAKEN BY THE EXECUTIVE DIRECTOR IN AWARDING A CONTRACT TO AYOOB AND PERRY WHICH WAS DISPATCHED BY THE AUTHORITY TO PROVIDE EMERGENCY HEATING LINE REPLACEMENTS AND RELATED TOXIC MATERIAL ABATEMENT IN ALICE GRIFFITH IN THE AMOUNT OF $54,831.00

Alex Chanco, Director of Maintenance presented the details of this resolution. Mr. Chanco brought the Commission's attention to the attachments accompanying the resolution. The attachments were pictures of the damage repaired at the site. On April 14, 2003, the maintenance department received several calls from tenants complaining of no heat or hot water. The residents were from Alice Griffith, specifically those on Cameron and Griffith streets. Immediately, in-house staff was dispatched to check if the boilers were failing. Although adjustments were made to the boilers on a daily basis, staff discovered that the boilers were not maintaining the required temperature of 108-110 degrees. Several days later, staff found that one of the buildings along Cameron and Griffith was flooding. It was suspected to be a major pipe breakage in those areas. It was discovered that the chase was flooded and immediately a submersible pump was used to dispose of the water. A private company was dispatched to excavate approximately 410 feet of heating line chase. They learned that the lines were caroded, wrapped in asbestos and needed to be replaced. By the second week of May, all of the lines were exposed and two plumbing contractors were dispatched to assess the damage and provide the SFHA with an action plan of replacement or repair and price quotations. On May 15, 2003, the two dispatched contractors provided the price quotations and abatement. As soon as the quotes were received, Mr. Chanco urged Mr. Fortner to award the contract because of the urgency of the matter. If the contract had not been awarded immediately, there was a risk of losing the boiler because it was working on a 24-hour basis. Mr. Chanco requested the Commission's ratification of action taken by the Executive Director.

Commissioner Clark asked if SFHA employees could have exposed the area versus hiring Merlow to handle the job. Mr. Chanco answered no because the SFHA does not have the equipment to perform such a task.

Vice President Lee asked if Ayoob and Perry found out how many pipes were broken. Mr. Chanco answered that the entire heating and return lines had to be replaced. Vice President Lee said if 410 feet needed to be replaced, then it had been leaking for a while. She wanted to know why it took so long for the SFHA to find out. Mr. Chanco said that the lines were probably leaking for four days prior to its discovery. Because of the pressure there were several consecutive leaks after one area was repaired. In answer to Vice President Lee's question, Mr. Chanco answered that 35 units were affected by this problem. Vice President Lee suggested that all of the piping be replaced as a preventive measure from future occurrences.

Commissioner Clark asked if the cause of the leak was known. Mr. Chanco stated that the pipes are the originals, made of galvanized iron, and are about 45 years old.

Commissioner Woodruff asked Mr. Chanco if he anticipates this type of problem at any of the other developments. Mr. Chanco answered if the life expectancy is exceeded in areas where galvanized iron was used, he could imagine it happening. Commissioner Woodruff asked if there is anything the SFHA could do now to prevent it inflated costs in the future. Mr. Fortner stated that the capital fund has a five-year plan, but the funds are fungible and can be moved in emergencies. Mr. Fortner agreed that the SFHA needs to put together a plan to be proactive in addressing these issues.

Commissioner Woodruff moved to approve Resolution No. 5101. Commissioner Gans seconded the motion. The motion to approve Resolution No. 5101 was unanimously passed.

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

Jan Allen, of Rosa Parks asked the Commission to consider a resolution to have a Jule Green day. Jule Green had recently passed away and Ms. Allen said that her family would appreciate it. Ms. Allen stated that Ms. Green was the one who brought the Hunter's View Resident Management Corporation to Sacramento. Ms. Allen questioned why she hadn't heard of anything being done since her comments at the last Commission meeting.

Mirna Escobar commended the Commission for asking questions. Ms. Escobar presented a letter addressed to the Chief of Police and stated that she had been a victim of police misconduct on four separate occasions. Her crime was helping them get rid of drug dealers. The incidents occurred while she still resided at Valencia Gardens. She encouraged the Commissioners and employees of the SFHA not to take criticism personally. Her actions are done for her clients and it's all business. Ms. Escobar reiterated her requests for surveillance cameras in her building near the entrance and exits.

Mr. Fortner stated that in or to remain in compliance with the Brown Act, President Palega cannot allow individual public comments to exceed two minutes otherwise the same allowance must be given to all.

13. COMMISSIONER COMMENTS AND REPORTS

There were no Commission comments and reports

14. CLOSED SESSION

President Sululagi Palega announced that the Commission had concluded its public business and would go into closed session. A Closed session was scheduled with the

Executive Director and Agency Counsel under Government Code Section 54956.9 (b)(1) to discuss potential litigation (case names unspecified to avoid jeopardizing negotiations); and a closed session was scheduled with the Executive Director and Agency Counsel to discuss pending litigation under Government Code Section 54956.9(a) (Beverly Williams v SFHA). The Commission went into closed session at 5:10 p.m.

15. RECONVENING OF THE COMMISSION MEETING

The Commission reconvened at 5:56 p.m. The Commission met in closed session to discuss the items noticed on the agenda. The Commissioners present in the closed session were President Palega, Vice President Lee and Commissioners Smith, Clark, Gans, and Woodruff. Commissioner Brown was not present. President Palega stated that the Commission discussed pending and up coming legal matters and to assess personnel issues as it relates to the SFHA. An update on the RFP was also provided to the Commission.

In reference to the memorandum detailing the legal procurement update, Commissioner Clark inquired about the ending date for the SFHA to execute legal contracts. Ms. Martin explained that a list of attorneys would be maintained along with their areas of expertise. These lawyers would be available to the SFHA without having to execute and independent procurement action. Commissioner Clark then asked if the SFHA was anticipating incurring retainer fees. Ms. Martin replied that the SFHA would not incur any costs until their services are utilized.

16. ADJOURNMENT

There being no further business to come before the Commission, Commissioner Smith moved to adjourn the meeting and Commissioner Gans seconded the motion. President Palega adjourned the regularly scheduled meeting of May 8, 2003 at 6:00 p.m.

Gregg Fortner, Secretary/Executive Director

Sululagi Palega, President

SAN FRANCISCO HOUSING AUTHORITY

440 Turk Street • San Francisco CA • 94102 • (415) 554-1200

= Agenda

NOTICE

CANCELLATION OF JUNE 12, 2003 COMMISSION MEETING

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, SCHEDULED FOR JUNE 12, 2003, HAS BEEN CANCELLED.

DOCUMENTS DEPT.

JUN 10 2003

SAN FRANCISCO
PUBLIC LIBRARY

GREGG FORTNER, SECRETARY/ EXECUTIVE DIRECTOR

SAN FRANCISCO HOUSING AUTHORITY
440 Turk Street • San Francisco CA • 94102 • (415) 554-1200

NOTICE

THE REGULARLY SCHEDULED MEETING OF THE
SAN FRANCISCO HOUSING AUTHORITY COMMISSION
WILL BE HELD ON THURSDAY, JUNE 26, 2003 AT 4:00 P.M.
AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA, 94102

AGENDA
June 26, 2003

DOCUMENTS DEPT.
JUN 30 2003
SAN FRANCISCO
PUBLIC LIBRARY

1. ROLL CALL

   Sululagi Palega, Sr., President
   Julie Lee, Vice President
   George R. Brown, Commissioner
   Betty J. Smith, Commissioner
   Andrew J. Clark, Commissioner
   Neola Gans, Commissioner
   Rev. George Woodruff, Commissioner

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

   - May 22, 2003 Regular Commission Meeting

4. GENERAL COMMUNICATIONS

5. REPORT OF SECRETARY

6. COMMITTEE REPORTS

   Diversity Committee – Report of June 10, 2003 Meeting
   Finance Committee – Nothing to Report
   Personnel Committee – Nothing to Report

7. REPORT OF AGENCY COUNSEL

8. TENANT REPRESENTATIVE REPORT:

City Wide Council - Senior/Disabled
Public Housing Tenants Association (PHTA)

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.*

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

(A) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) THE AUTHORITY'S ANNUAL PLAN AS MANDATED BY SECTION 511 OF THE QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998

12. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

13. COMMISSIONER'S COMMENT AND REPORT

14. CLOSED SESSION

A Closed session is scheduled with the Executive Director and Agency Counsel under Government Code Section 54956.9 (b)(1) to discuss pending litigation under Government Code Section 54956.9(a) (SFHA v HUD, Martinez).

15. RECONVENING OF COMMISSION MEETING

16. ADJOURNMENT

GREGG FORTNER, Secretary/Executive Director

A

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • (415) 554-1200

DATE: June 20, 2003

TO: San Francisco Housing Authority Commission

Sululagi Palega, Sr., President
Julie Lee, Vice President
George R. Brown, Commissioner
Betty J. Smith, Commissioner
Andrew Clark, Commissioner
Neola Gans, Commissioner
Rev. George Woodruff, Commissioner

FROM: Gregg Fortner, Executive Director

SUBJECT: RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT TO HUD THE AUTHORITY'S APPROVED ANNUAL PLAN AS MANDATED BY SECTION 511 OF THE QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998

OVERVIEW

Section 511 of the *Quality Housing and Work Responsibility Act (QHWRA)* of 1998 requires all public housing authorities to submit "annual plans" to the U.S. Department of Housing And Urban Development (HUD) prior to the end of each fiscal year.

ANNUAL PLAN

The Annual Plan serves as an instrument for future planning for the San Francisco Housing Authority. While compliance is mandatory, as described in the QHWRA, an annual plan is a critical tool in a public housing authority's efforts to continue to be a healthy and successful housing agency. The Housing Authority's current Annual Plan outlines the goals and objectives for the next fiscal year regarding the following items:

1. Statement of Needs
2. Statement of Financial Resources
3. Agency plan for implementing federally mandated policies in the following areas:
    a. Admissions and Continued Occupancy Policy
    b. Rent Determination
    c. Operations Management
    d. Grievance Procedure
    e. Capital Improvements
    f. Demolition/Disposition of Distressed Properties
    g. Designation of Public Housing for Elderly/Disabled Families
    h. Conversion of Public Housing
    i. Homeownership
    j. Community Service and Self-Sufficiency
    k. Safety and Crime
    l. Pet Policy
    m. Civil Rights Certification
    n. Annual Audit
    o. Asset Management
    p. Section 8 Administrative Plan

TIME FRAME FOR SUBMISSION OF THE ANNUAL PLAN

The completed and Board of Commissioners-approved plan must be electronically submitted to HUD at least 75 days before the end of the fiscal year. HUD must receive the document by July 15, 2003.

Federal law requires the SFHA to advertise the notice of a public hearing to divulge contents of the proposed annual plan at least 45 days before the scheduled public hearing. The San Francisco Housing Authority accomplished this task, and held public hearings on March 11, 2003, and May 20, 2003. During these two-hour meetings Section 8 and public housing residents as well as members of community organizations and government agencies had an opportunity to listen to Housing Authority staff members explain components of the proposed annual plan.

Housing Authority staff members also answered the questions of residents and community members. In addition to English, Housing Authority staffers translated the meeting proceedings into the following languages: Spanish, Chinese, Vietnamese and Russian.

Additionally, the SFHA coordinated three Resident Advisory Board (RAB) meetings. In order to gain more Annual Plan comments and input, the SFHA also held two meetings with community-based organizations. People residing in public housing family and senior/disabled developments as well as Section 8 residents participated in the public

hearings and RAB meetings. Through these meetings the SFHA made every effort to include residents, community advocates and the general public in the planning process.

Finally, Housing Authority staff members met with the following community based organizations and a government agency regarding local housing preferences for those seeking public and Section 8 housing. The *Asian Law Caucus*, *Tenderloin Housing Clinic*, *Bay Area Legal Aid*, *Independent Living Resource Center San Francisco* and the *Department of Human Services* of the City and County of San Francisco all met with the Housing Authority and submitted written comments regarding the proposed annual plan.

OBJECTIVE

The objective of this resolution is to ensure that the San Francisco Housing Authority complies with the QHWRA's mandates as they relate to the electronic submission of the Board of Commissioners-approved Annual Plan.

PRESENT SITUATION

The SFHA has completed the requisite Annual Plan "template" for transmission to HUD. Staff members have compiled all necessary supporting documentation, and mandatory public hearings have been held. The SFHA must submit the template for HUD review no later July 15, 2003. Late submission could result in sanctions and the possible withholding of future *Capital Fund Program* payments until HUD has received and approved the Annual Plan.

ANTICIPATED OUTCOME

It is anticipated that this resolution will ensure that the SFHA will comply with QHWRA mandates regarding plan submission and that the Plan will provide a detailed blueprint for the next fiscal year.

WHO BENEFITS

This resolution benefits the SFHA by ensuring compliance with statutory requirements resulting in timely receipt of annual funding beginning October 1, 2003.

BUDGET CONSIDERATION

This resolution has direct budgetary impact on the SFHA. If the Board of Commissioners were to not approve the Annual Plan and staff does electronically transmit to HUD the template, HUD could withhold the SFHA's future Capital Fund Program allocation. Possible HUD-imposed sanctions could result in the loss or delay of future grant funds being awarded to the SFHA.

IMPLEMENTATION

The Board of Commissioners must authorize the transmission of the SFHA's template, as mandated by HUD.

RECOMMENDATION

It is recommended that the Board of Commissioners authorize the Executive Director to submit to HUD the SFHA's Annual Plan, herein approved by Resolution, as mandated by Section 511 of the Quality Housing and Work Responsibility Act of 1998.

RESOLUTION NO: 5102
DATE ADOPTED: 6/26/03

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) THE AUTHORITY'S ANNUAL PLAN AS MANDATED BY SECTION 511 OF THE QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) adopted the Quality Housing and Work Responsibility Act (QHWRA) of 1998; and

WHEREAS, Section 511 of the Quality Housing and Work Responsibility Act mandates that a public housing authority must submit an annual plan seventy-five days before the end of its fiscal year; and

WHEREAS, the San Francisco Housing Authority recognizes the need to comply with the QHWRA mandate; and

WHEREAS, the SFHA held public meetings on March 11, 2003, and May 20, 2003, regarding its Annual Plan;

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Board of Commissioners has reviewed the Annual Plan and approves it as presented.

2. The Executive Director is authorized to submit the Annual Plan to HUD as required under the QHWRA.

APPROVED AS TO FORM AND LEGALITY:

Donna Martin
General Counsel

6/20/2003
Date

REVIEWED BY:

Gregg Fortner
Executive Director

6/20/2003
Date

Revised: 6/20/03

DRAFT

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

PHA Plans

5 Year Plan for Fiscal Years 2001 - 2005
Annual Plan for Fiscal Year 2004

NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES

HUD 50075
OMB Approval No: 2577-0226
Expires: 03/31/2002

PHA Plan
Agency Identification

PHA Name: San Francisco Housing Authority

PHA Number: CA 001

PHA Fiscal Year Beginning: 10/01/03

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

☒ Main administrative office of the PHA
☒ PHA development management offices
District Offices:
District 1 – 90 Kiska Road
District 2 – 2501 Sutter Street
District 3 – 1010 Webster Street
☐ PHA local offices
☒ Section 8 Office – 1237 Van Ness Street

Display Locations for PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

☒ Main administrative office of the PHA
☒ PHA development management offices
District Offices:
District 1 – 90 Kiska Road
District 2 – 2501 Sutter Street
District 3 - 1010 Webster Street
☐ PHA local offices
☐ Main administrative office of the local government
☐ Main administrative office of the County government
☐ Main administrative office of the State government
☐ Public library
☒ PHA website
☒ Other (list below) Section 8 Administrative Office – 1237 Van Ness Street

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

☒ Main business office of the PHA
☒ PHA development management offices
District Offices:

HUD 50075
OMB Approval No: 2577-0226
Expires: 03/31/2002

District 1 – 90 Kiska Road
District 2 – 2501 Sutter Street
District 3 - 1010 Webster Street

☒ Other (list below)

Section 8 Administrative Office – 1237 Van Ness Street

5-YEAR PLAN
PHA FISCAL YEARS 2001 - 2005
[24 CFR Part 903.5]

A. Mission

The PHA's mission is to continue to provide for over 12,000 public housing residents, and 13,000 Section 8 participants, and to serve the low-income households of any private or non-profit housing developers in the City, especially working families. A primary goal of the Authority is to continue to provide housing for these low-income households while improving housing and economic opportunities for residents and maintaining high standards of property management, fiscal management and service delivery. Coordination with City efforts and collaborations with other public and private entities will continue to be emphasized.

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

☒ PHA Goal: Expand the supply of assisted housing
Objectives:
- ☒ Apply for additional rental vouchers:
- ☒ Reduce public housing vacancies:
- ☒ Leverage private or other public funds to create additional housing opportunities:
- ☒ Acquire or build units or developments
- ☒ Other (list below)

  Infill affordable and market rate housing, where density permits, at family and elderly/disabled public housing sites.
  Use Section 8 Project Based Voucher Program assistance in conjunction with HOPE VI revitalization efforts to increase supply of housing units.

☒ PHA Goal: Improve the quality of assisted housing
Objectives:
- ☒ Improve public housing management: (PHAS score)
- ☒ Improve voucher management: (SEMAP score)
- ☒ Increase customer satisfaction:
- ☒ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)

HUD 50075
OMB Approval No: 2577-0226
Expires: 03/31/2002

- ☒ Renovate or modernize public housing units:
- ☒ Demolish or dispose of obsolete public housing:
- ☒ Provide replacement public housing:
- ☒ Provide replacement vouchers:
- ☒ Other: (list below)
  Partnering with locally based developers

☒ PHA Goal: Increase assisted housing choices
Objectives:

- ☒ Provide voucher mobility counseling:
- ☒ Conduct outreach efforts to potential voucher landlords
- ☒ Increase voucher payment standards
- ☒ Implement voucher homeownership program:
- ☒ Implement public housing or other homeownership programs:
- ☐ Implement public housing site-based waiting lists:
- ☐ Convert public housing to vouchers:
- ☒ Other: (list below)
  Voucher Homeownership in conjunction with comprehensive revitalization, infill housing, partnerships with Habitat for Humanity, Family Self-Sufficiency (FSS), and other home ownership programs.
  Use Section 8 Project Based Voucher Program assistance in conjunction with HOPE VI revitalization efforts to increase supply of housing units.
  Utilize to the fullest extent possible the Section 8 Project-Based Voucher Program.

HUD Strategic Goal: Improve community quality of life and economic vitality

☒ PHA Goal: Provide an improved living environment
Objectives:

- ☐ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
- ☒ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- ☒ Implement public housing security improvements:
- ☒ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- ☒ Other: (list below)
  Deconcentrate poverty by bringing higher income public housing and other households into lower income density developments where more housing can be added to the site, including mixed income, mixed use community.
  Develop better one-on-one relationships with communities surrounding public and senior housing sites

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

☒ PHA Goal: Promote self-sufficiency and asset development of assisted households
Objectives:

- ☒ Increase the number and percentage of employed persons in assisted families:
- ☒ Provide or attract supportive services to improve assistance recipients' employability:
- ☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- ☒ Other: (list below)

  Identify and implement programs with community-based partners that can promote family self-sufficiency, including low-income families first-time home ownership opportunities.

  ROSS grant funds offer pre-apprenticeship construction-trade training for residents. Two community-based organizations provide the training.

  SFHA has a commitment that at least 25% of new staff hours, funded through contracts with outside sources awarded through a bid process, will be made available to residents of public housing.

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

☒ PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:

- ☒ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, sexual orientation, and disability:
- ☒ Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, sexual orientation, and disability:
- ☒ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
- ☒ Other: (list below)

  The Housing Authority has created the Office of Civil Rights Inquiries to respond to residents and applicants relating to possible discrimination-based incidents and the implementation of procedures for addressing allegations of incidents with a perceived or actual discriminatory dimension.

Annual PHA Plan
PHA Fiscal Year 2003
[24 CFR Part 903.7]

i. Annual Plan Type:
Select which type of Annual Plan the PHA will submit.

☒ **Standard Plan**

Streamlined Plan:

☐ **High Performing PHA**
☐ **Small Agency (250 Public Housing Units)**
☐ **Administering Section 8 Only**

☐ **Troubled Agency Plan**

ii. Executive Summary of the Annual PHA Plan

Executive Summary

The San Francisco Housing Authority, established in 1938, is part of the City and County of San Francisco. The Authority manages 5,385 units of public housing stock in 53 developments scattered throughout the city. It is the 17th largest agency in the nation, serving over 26,000 eligible low- and very-low income residents. The Authority houses very low-income families, and without its assistance, many of San Francisco's residents, who come from many different ethnic backgrounds and who create the city's unique flavor, would be forced to live elsewhere. As a priority, the SFHA is seeking ways to address the growing needs of working families in addressing housing options and home ownership opportunities.

Given the age and condition of its current housing stock, the Authority could lose as much as three percent (3%) of its viable housing units each year. A large part of the problem is the extraordinary cost of maintaining these units as safe and livable; given current budget restrictions, gang and crime rates in the community, and strict federal regulations regarding fiscal responsibilities. Drastic measures must be taken and alternatives must be found to address these conditions in order to maintain safe and affordable housing for low-income residents of the city.

The Authority has five major goals it is seeking to accomplish in the short- and long-term future. First, it is committed to the preservation and rehabilitation of its existing public housing stock. The Authority will continue to seek funding sources, in addition to those provided through formula grants provided by the Department of Housing and Urban Development, to address the physical needs of the various family and senior/disabled housing developments.

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Expires: 03/31/2002

Secondly, the Authority is committed to addressing the growing need for low-income housing in the San Francisco area by developing ways to increase the public housing stock through creative partnerships with local developers and investors for the benefit of all low-income San Francisco residents.

Thirdly, SFHA is working towards developing a comprehensive plan to address home ownership needs for low-income residents in the San Francisco area. Two of the proposed HOPE VI applications include combinations of replacement housing and home ownership options for low-income residents. We will continue to explore other resources to make low-income home ownership a reality for the population it serves.

Fourth, the Authority is dedicated to providing a safe and secure environment for residents in public housing developments. It is our belief that no one, especially those in subsidized housing, should be in peril, physical or emotional. Therefore, SFHA has established working relationships, solidified in numerous Memoranda of Understanding, with contract security companies, local social service agencies, city agencies, the San Francisco Police Department, and other law enforcement agencies to increase the safety and security of all residents in public housing. It will continue to work with local agencies to improve communications and enhance relationships to the betterment of the mutual clients we serve.

Finally, SFHA is committed to finding new and better ways to encourage and support resident businesses, increased job opportunities, access to quality health care and dependent care, enhanced transportation options, and other social service needs. Through partnerships with local social service and city agencies, the Authority will increase the opportunity for public housing residents to improve their quality of life, in or out of subsidized housing.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments and a list of supporting documents available for public inspection.

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Annual Plan

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Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

☒ Admissions Policy for Deconcentration (See Admission and Occupancy Policy)
☒ FY 2000 Capital Fund Program Annual Statement
☐ Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

☐ PHA Management Organizational Chart
☒ FY 2002 Capital Fund Program 5 Year Action Plan
☐ Public Housing Drug Elimination Program (PHDEP) Plan
☒ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
☐ Other (List below, providing each attachment name)

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
	Template & Supporting Documents on display at 5 locations: Administrative Office at 440 Turk Street, Section 8 Office at 1237 Van Ness Avenue, and at three district office locations: 90 Kiska Road, 2501 Sutter Street, and 1010 Webster Street.	

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List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document** ***Template & Supporting Documents on display at 5 locations: Administrative Office at 440 Turk Street, Section 8 Office at 1237 Van Ness Avenue, and at three district office locations: 90 Kiska Road, 2501 Sutter Street, and 1010 Webster Street.***	**Applicable Plan Component**
3	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
3	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
✓	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed (or is addressing) those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
✓	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI))) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
✓	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
✓	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
✓	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
3	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/*99 Quality Housing and Work Responsibility Act Initial Guidance; Notice* and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document** *Template & Supporting Documents on display at 5 locations: Administrative Office at 440 Turk Street, Section 8 Office at 1237 Van Ness Avenue, and at three district office locations: 90 Kiska Road, 2501 Sutter Street, and 1010 Webster Street.*	**Applicable Plan Component**
✓	Public housing rent determination policies, including the methodology for setting public housing flat rents ☒ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
✓	Schedule of flat rents offered at each public housing development ☒ check here if included in the public housing A & O Policy	Annual Plan
✓	Section 8 rent determination (payment standard) policies ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
✓	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
✓	Public housing grievance procedures ☒ check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
✓	Section 8 informal review and hearing procedures ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
✓	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year (2000 CFP & 2001 CFP)	Annual Plan: Capital Needs
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	
✓	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
✓	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
✓	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
✓	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
N/A	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	
✓	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document** *Template & Supporting Documents on display at 5 locations: Administrative Office at 440 Turk Street, Section 8 Office at 1237 Van Ness Avenue, and at three district office locations: 90 Kiska Road, 2501 Sutter Street, and 1010 Webster Street.*	**Applicable Plan Component**
✓	Policies governing any Section 8 Homeownership program ☒ check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
✓	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
✓	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
✓	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
✓	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
N/A	Troubled PHAs: MOA/Recovery Plan	
	Other supporting documents (optional) (list individually; use as many lines as necessary)	

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Affordability	Supply	Quality	Accessibility	Size	Location
Income ≤ 30% of AMI	112,951	5	5	5	5	5	5
Income >30% but ≤50% of AMI	195,519	5	5	5	5	5	5
Income	222,783	5	5	5	5	5	5

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Affordability	Supply	Quality	Accessibility	Size	Location
>50% but <80% of AMI							
Elderly	180,719	5	5	5	5	5	5
Families with Disabilities	142,160	5	5	5	5	5	5
Race/ Ethnicity *Which one?*	364,330 Asian	5	5	5	5	5	5
Race/ Ethnicity *Which one?*	82,803 African America	5	5	5	5	5	5
Race/ Ethnicity *Which one?*	9,348 Native America	5	5	5	5	5	5
Race/ Ethnicity *Which one?*	223,250 Caucasian	5	5	5	5	5	5

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- ☒ Consolidated Plan of the Jurisdiction/s
  Indicate year: 2001
- ☒ U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset
- ☐ American Housing Survey data
  Indicate year:
- ☐ Other housing market study
  Indicate year:
- ☐ Other sources: (list and indicate year of information)

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA's waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List Public Housing

Housing Needs of Families on the Waiting List
Public Housing

Waiting list type: (select one)
☐ Section 8 tenant-based assistance
☒ Public Housing
☐ Combined Section 8 and Public Housing
☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)
If used, identify which development/subjurisdiction:

	# of families PH	% of total families PH	Annual Turnover (Average)
Waiting list total	17,939		295
Extremely low income <=30% AMI	17,939	100%	
Very low income (>30% but <=50% AMI)			
Low income (>50% but <80% AMI)			
Families with children	8,942	49.8	
Elderly families	8,997		
Families with Disabilities	2,817		
Race/White	6,089		
Race/Black	5,217		
Race/ASN/PAC	6,361		
Race/NAT AM	233		
Characteristics by Bedroom Size	PH	PH	PH (Average)
0BR	4,077	22.7	36
1BR	6,298	35.1	37
2 BR	4,996	27.8	145
3 BR	2,283	12.7	61
4 BR	274	1.6	12
5 BR	8	-	4
5+ BR	3	-	-

Is the waiting list closed (select one)? ☒ No ☐ Yes The PHA reserves the right to open and close the waiting list as necessary to maintain program functionality and consistency, with proper notification.
If yes:
How long has it been closed (# of months)?
Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

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Housing Needs of Families on the Waiting List
Section 8

Waiting list type: (select one)
☒ Section 8 tenant-based assistance
☐ Public Housing
☐ Combined Section 8 and Public Housing
☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)
If used, identify which development/subjurisdiction:

	# of families	% of total families Sec 8	Annual Turnover Sec 8
Waiting list total	30,334		
Extremely low income <=30% AMI	26,265	86.6	
Very low income (>30% but <=50% AMI)	3,298	10.9	
Low income (>50% but <80% AMI)	227	1.0	
Families with children	10,083	33.2	
Elderly families	6,495	21.4	
Families with Disabilities	8,755	28.9	
Race/White	9,103	30.0	
Race/Black	9,638	31.8	
Race/ ASN/ PAC	10,753	35.4	
Race/NAT AM	468	1.5	
Characteristics by Bedroom Size (Section 8 Only)			
0 BR			
1 BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			

Is the waiting list closed (select one)? ☐ No ☒ Yes
If yes:
How long has it been closed (# of months)? 8 months, since 9/21/01
Does the PHA expect to reopen the list in the PHA Plan year? ☒ No ☐ Yes

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Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☒ Yes For PBV activity as indicated in Section B (2) (b) below.

C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- ☒ Employ effective maintenance and management policies to minimize the number of public housing units off-line
- ☒ Reduce turnover time for vacated public housing units
- ☒ Reduce time to renovate public housing units
- ☒ Seek replacement of public housing units lost to the inventory through mixed finance development
- ☒ Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- ☒ Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- ☒ Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- ☒ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- ☒ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- ☒ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- ☒ Other (list below)

  Use Section 8 Project Based Voucher Program assistance in conjunction with HOPE VI revitalization efforts to increase supply of housing units.

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- ☒ Apply for additional section 8 units should they become available
- ☒ Leverage affordable housing resources in the community through the creation of mixed-finance housing
- ☒ Pursue housing resources other than public housing or Section 8 tenant-based assistance.

☒ Other: (list below)
Development of more Public Housing (ex: Rosa Parks & infill Homeownership)
Use Section 8 Project Based Voucher Program assistance in conjunction with HOPE VI revitalization efforts to increase supply of housing units.
Utilize to fullest extent possible Section 8 Project Based Voucher Program.

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI
Select all that apply

☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
☒ Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
☐ Employ admissions preferences aimed at families with economic hardships
☒ Adopt rent policies to support and encourage work
☐ Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI
Select all that apply

☐ Employ admissions preferences aimed at families who are working
☒ Adopt rent policies to support and encourage work
☐ Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:
Select all that apply

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:
Select all that apply

☒ Seek designation of public housing for the elderly
☒ Apply for special-purpose vouchers targeted to the elderly, should they become available
☒ Other: (list below)
Develop joint venture partnerships to fund elderly and disabled housing through grants such as Section 202, Section 818, etc.

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:
Select all that apply

- ☒ Seek designation of public housing for families with disabilities
- ☒ Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- ☒ Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- ☐ Affirmatively market to local non-profit agencies that assist families with disabilities
- ☒ Other: (list below)
  Develop joint venture partnerships to fund elderly and disabled housing through grants such as Section 202, Section 818, etc.

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:
Select if applicable

- ☒ Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- ☐ Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing
Select all that apply

- ☒ Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- ☒ Market the section 8 program to owners outside of areas of poverty /minority concentrations
- ☐ Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies
Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- ☒ Funding constraints
- ☒ Staffing constraints
- ☒ Limited availability of sites for assisted housing
- ☒ Extent to which particular housing needs are met by other organizations in the community

- ☒ Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- ☐ Influence of the housing market on PHA programs
- ☐ Community priorities regarding housing assistance
- ☒ Results of consultation with local or state government
- ☒ Results of consultation with residents and the Resident Advisory Board
- ☐ Results of consultation with advocacy groups
- ☐ Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. Federal Grants (FY 2002 Grants Not Yet Available)		
a) Public Housing Operating Fund (100%)	$27,224,941	
a) Public Housing Capital Fund (FFY2002)	$15,748,215	
b) HOPE VI Revitalization	$70,000,000	
c) HOPE VI Demolition	$13,000,000	
d) Annual Contributions for Section 8 Tenant-Based Assistance	$110,869,898	
e) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
f) Resident Opportunity and Self-Sufficiency Grants (FY 2001)	$ 500,000	
g) Community Development Block Grant		
h) HOME		
Other Federal Grants (list below)		
Emergency Funding		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
2002 CFP	$ 8,892,010	Modernization Activity
2001 CFP	$ 3,796,456	Modernization Activity
3. Public Housing Dwelling Rental Income		

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Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
FY 2003-04 Estimated Annual Rent Roll	$15,976,428	Public Housing Management & Maintenance Operations
4. Other income (list below)		
Mod Rehab	$ 8,982,272	
New Construction	$ 5,737,500	
Substantial Rehab	$ 2,939,990	
Pension Fund	$ 1,397,571	
5. Non-federal sources (list below)		
HOPWA (contract with SFRA)	$ 3,500,000	
Shelter Plus Care (contract with DHS)	$ 3,200,000	
Low Income Housing Tax Credit	$76,000,000	
Tax-Exempt Bonds	$11,000,000	
Private Mortgage	$37,000,000	
Donations, Grants, Partnerships	$20,000,000	
Local Funds	$ 6,000,000	
Total resources	**$441,765,581**	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- ☐ When families are within a certain number of being offered a unit: (state number)
- ☐ When families are within a certain time of being offered a unit: (state time)
- ☒ Other: At time of Interview

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

- ☒ Criminal or Drug-related activity
- ☒ Rental history
- ☒ Housekeeping
- ☐ Other (describe)

c. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. ☒ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. ☒ Yes ☐ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)
Through the San Francisco Police Department

(2) Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)
- ☒ Community-wide list
- ☐ Sub-jurisdictional lists
- ☐ Site-based waiting lists
- ☐ Other (describe)

b. Where may interested persons apply for admission to public housing?
- ☒ PHA main administrative office
- ☐ PHA development site management office
- ☐ Other (list below)

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year?

2. ☐ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?

   If yes, how many lists?

3. ☐ Yes ☐ No: May families be on more than one list simultaneously?

   If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
   - ☐ PHA main administrative office
   - ☐ All PHA development management offices
   - ☐ Management offices at developments with site-based waiting lists
   - ☐ At the development to which they would like to apply
   - ☐ Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)
- ☒ One
- ☐ Two
- ☐ Three or More

b. ☒ Yes ☐ No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:
☒ Yes ☐ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:
In what circumstances will transfers take precedence over new admissions? (list below)
- ☒ Emergencies
- ☒ Overhoused
- ☒ Underhoused
- ☒ Medical justification
- ☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
- ☐ Resident choice: (state circumstances below)
- ☒ Other: (list below)
  HOPE VI relocatees or permanently transferred households from HOPE VI sites

c. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If "no" is selected, skip to subsection **(5) Occupancy**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- [x] Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- [x] Victims of domestic violence
- [x] Substandard housing
- [x] Homelessness
- [x] High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- [x] Working families and those unable to work because of age or disability
- [x] Veterans and veterans' families
- [x] Residents who live and/or work in the jurisdiction
- [x] Those enrolled currently in educational, training, or upward mobility programs
- [ ] Households that contribute to meeting income goals (broad range of incomes)
- [ ] Households that contribute to meeting income requirements (targeting)
- [ ] Those previously enrolled in educational, training, or upward mobility programs
- [ ] Victims of reprisals or hate crimes
- [ ] Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

1 Date and Time

Former Federal preferences:

2 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
2 Victims of domestic violence
2 Substandard housing
2 Homelessness
1 Homeless with Department of Human Services Supportive Services
1 High rent burden

Other preferences (select all that apply)

1 Working families and those unable to work because of age or disability (applicants qualifying for elderly/disabled housing automatically receive this preference)
2 Veterans and veterans' families
1 Residents who live and/or work in the jurisdiction (homeless families automatically receive this preference)
2 Those enrolled currently in educational, training, or upward mobility programs
Households that contribute to meeting income goals (broad range of incomes)

Households that contribute to meeting income requirements (targeting)
Those previously enrolled in educational, training, or upward mobility programs
Victims of reprisals or hate crimes
Participants of Welfare to Work Programs
Other preference(s) (list below)

4. Relationship of preferences to income targeting requirements:
   - ☐ The PHA applies preferences within income tiers
   - ☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)
   - ☒ The PHA-resident lease
   - ☒ The PHA's Admissions and (Continued) Occupancy policy
   - ☒ PHA briefing seminars or written materials
   - ☐ Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)
   - ☒ At an annual reexamination and lease renewal
   - ☒ Any time family composition changes
   - ☐ At family request for revision
   - ☐ Other (list)

(6) Deconcentration and Income Mixing

a. ☐ Yes ☒ No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. ☐ Yes ☒ No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)
   - ☐ Adoption of site-based waiting lists
     If selected, list targeted developments below:
   - ☐ Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
     If selected, list targeted developments below:

☐ Employing new admission preferences at targeted developments
If selected, list targeted developments below:

☒ Other (list policies and developments targeted below)
The working family and rent burden preferences are weighted highest to encourage a larger mix of families with employment-based income, and potentially higher rent payments, into family housing throughout the housing stock where the majority of residents are on some form of governmental assistance.

d. ☐ Yes ☒ No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

☐ Additional affirmative marketing
☐ Actions to improve the marketability of certain developments
☐ Adoption or adjustment of ceiling rents for certain developments
☐ Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
☐ Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)
☐ Not applicable: results of analysis did not indicate a need for such efforts
☐ List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)
☒ Not applicable: results of analysis did not indicate a need for such efforts
☐ List (any applicable) developments below:

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.
Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)
☒ Criminal or drug-related activity only to the extent required by law or regulation
☐ Criminal and drug-related activity, more extensively than required by law or regulation

☐ More general screening than criminal and drug-related activity (list factors below)
☒ Other (Credit Check, Housekeeping, Rental History)

b. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. ☐ Yes ☒ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. ☐ Yes ☒ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
☒ Criminal or drug-related activity
☒ Other (describe below)
Other lease violation issues, along with housekeeping habits, as reflected in participant's file. Note: this information is shared only when requested by landlord.

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)
☐ None
☐ Federal public housing
☒ Federal moderate rehabilitation
☒ Federal project-based voucher program
☐ Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)
☐ PHA main administrative office
☒ Other (list below)
Leased Housing Division, Administrative Office
Section 8 waitlist is currently closed except for owner referral on in-place tenants of Section 8 Project-Based Voucher Program projects to prevent displacement of the tenant due to the project-based activity and for owner referral of families for PBV units after the SFHA has not made eligible referrals to the Owner for sixty (60) days after a vacancy occurs.

(3) Search Time

a. ☒ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:
PHA will grant additional 60-day extensions up to a cumulative maximum of 180 days.

(4) Admissions Preferences

a. Income targeting

☒ Yes ☐ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to sub-component **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- ☒ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☐ Victims of domestic violence
- ☒ Substandard housing
- ☒ Homelessness
- ☒ High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- ☐ Working families and those unable to work because of age or disability
- ☒ Veterans and veterans' families
- ☒ Residents who live and/or work in your jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☒ Households that contribute to meeting income goals (broad range of incomes)
- ☒ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☒ Other preference(s) (list below)
  Participants of Welfare to Work Programs

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

Date and Time

Former Federal preferences:
1 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
Victims of domestic violence
1 Substandard housing
1 Homelessness
1 High rent burden

Other preferences (select all that apply)
Working families and those unable to work because of age or disability
3 Veterans and veterans' families
2 Residents who live and/or work in your jurisdiction
Those enrolled currently in educational, training, or upward mobility programs
4 Households that contribute to meeting income goals (broad range of incomes)
Households that contribute to meeting income requirements (targeting)
Those previously enrolled in educational, training, or upward mobility programs
Victims of reprisals or hate crimes
Other preference(s) (list below)
4 Welfare to Work Participants

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)
☒ Date and time of application
☐ Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)-NA
☒ This preference has previously been reviewed and approved by HUD
☐ The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)
☐ The PHA applies preferences within income tiers
☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)
☒ The Section 8 Administrative Plan

☒ Briefing sessions and written materials
☒ Other (list below)
Family handbooks

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?
☒ Through published notices
☒ Other (list below)
Targeted notices to community supportive services organizations

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

☒ The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

☐ The PHA employs discretionary policies for determining income-based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)
☐ $0
☒ $1-$25
☐ $26-$50

2. ☒ Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

A hardship exists in the following circumstances:

a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;

b. When the family would be evicted as a result of the imposition of the minimum rent requirement;

c. When the income of the family has decreased because of changed circumstances, including loss of employment;

d. When the family has an increase in expenses because of changed circumstance, for medical costs, childcare, transportation, education, or similar items;

e. When a death has occurred in the family.

c. Rents set at less than 30% of adjusted income

1. ☐ Yes ☒ No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

Additional discretionary disallowance section

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ?

☒ For the earned income of a previously unemployed household member
☒ For increases in earned income
☐ Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:

☐ Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:

☐ For household heads
☐ For other family members
☐ For transportation expenses
☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families
☐ Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)
   - ☐ Yes for all developments
   - ☐ Yes but only for some developments
   - ☒ No --- Phased out as of May 2003 in order to implement flat rents

2. For which kinds of developments are ceiling rents in place? (select all that apply)

   - ☒ For all developments
   - ☐ For all general occupancy developments (not elderly or disabled or elderly only)
   - ☐ For specified general occupancy developments
   - ☐ For certain parts of developments; e.g., the high-rise portion
   - ☐ For certain size units; e.g., larger bedroom sizes
   - ☐ Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

   - ☐ Market comparability study
   - ☐ Fair market rents (FMR)
   - ☐ 95th percentile rents
   - ☐ 75 percent of operating costs
   - ☐ 100 percent of operating costs for general occupancy (family) developments
   - ☐ Operating costs plus debt service
   - ☐ The "rental value" of the unit
   - ☐ Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)
   - ☐ Never
   - ☐ At family option
   - ☒ Any time the family experiences an income increase
   - ☐ Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)
   - ☐ When an 18yr old is added to the lease
   - ☒ Other (list below)

     At anytime there is a decrease in income

g. ☐ Yes ☒ No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month

disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)
   - ☒ The Section 8 rent reasonableness study of comparable housing
   - ☒ Survey of rents listed in local newspaper
   - ☐ Survey of similar unassisted units in the neighborhood
   - ☒ Other (list/describe below)

     Rent reasonableness study of comparable housing, conducted by an independent contractor, in addition to the Section 8 study.

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your standard)
   - ☐ At or above 90% but below100% of FMR
   - ☒ 100% of FMR
   - ☐ Above 100% but at or below 110% of FMR
   - ☐ Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

   FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area

   The PHA has chosen to serve additional families by lowering the payment standard

   Reflects market or submarket

   ☐ Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)
   - ☐ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
   - ☐ Reflects market or submarket
   - ☐ To increase housing options for families
   - ☐ Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)
- ☒ Annually
- ☒ Other (list below)

  Will be reviewed less than annually, if market conditions indicate changes in market rents.

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)
- ☒ Success rates of assisted families
- ☒ Rent burdens of assisted families
- ☒ Other (list below)

  Market rent in community, FMR comparison to market rent

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)
- ☐ $0
- ☒ $1-$25
- ☐ $26-$50

b. ☒ Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

A hardship exists in the following circumstances:

- When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
- When the family would be evicted as a result of the imposition of the minimum rent requirement;
- When the income of the family has decreased because of changed circumstances, including loss of employment;
- When the family has an increase in expenses because of changed circumstance, for medical costs, childcare, transportation, education, or similar items;
- When a death has occurred in the family.

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

☒ An organization chart showing the PHA's management structure and organization is attached.

☐ A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing as of 3/31/03	5385	500
Section 8 Vouchers	7229	
Section 8 Certificates		
Section 8 Mod Rehab	1,147	
Special Purpose Section 8 Certificates/Vouchers (list individually) ▪ Homeless/Robert Wood Johnson ▪ Aftercare Program ▪ Earthquake Victims ▪ Geneva Towers Relocation ▪ Mainstream program ▪ 1915 (C) Program ▪ Veterans Affairs Supportive Housing (VASH) ▪ HOPE VI Relocation/ Replacement ▪ Conventional Public Housing Priority Transfers	 130 195 291 321 75 54 31 562	
Public Housing Drug Elimination Program (PHDEP)	0	
Computer Learning and Education Centers	340	

Other Federal Programs (list individually) ▪ New Construction ▪ Substantial Rehabilitation ▪ AFL-CIO Pension Fund ▪ HOPWA ▪ Shelter Plus Care	 477 230 102 350 400	

C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

The San Francisco Housing Authority Preventive Maintenance Program Plan can be found in Attachment VI.

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

1. ☐ Yes ☒ No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

   If yes, list additions to federal requirements below: *N/A*

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)
   - ☒ PHA main administrative office
   - ☒ PHA development management offices
   - ☐ Other (lis`t below)

B. Section 8 Tenant-Based Assistance

1. ☐ Yes ☒ No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)
   - ☒ PHA main administrative office
   - ☒ PHA development management offices
   - ☒ Other (list below)

     San Francisco Housing Authority
     Leased Housing Division
     1237 Van Ness Ave
     San Francisco, CA 94109

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

☒ The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (Attachment I)

-or-

☐ The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. ☒ Yes ☐ No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

☒ The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (Attachment I)

-or-

☐ The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5-Year Action Plan from the Table Library and insert here)

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

☒ Yes ☐ No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)

b-1) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: **Hayes Valley**
2. Development (project) number: **CAL 1-18 (2)**
3. Status of grant: (select the statement that best describes the current status)

☐ Revitalization Plan under development
☐ Revitalization Plan submitted, pending approval
☐ Revitalization Plan approved
☒ Activities pursuant to an approved Revitalization Plan underway,
Completed and Occupied

b-2) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: **Bernal Dwellings**
2. Development (project) number: **CAL 1-5**
3. Status of grant: (select the statement that best describes the current status)

☐ Revitalization Plan under development
☐ Revitalization Plan submitted, pending approval
☐ Revitalization Plan approved
☒ Activities pursuant to an approved Revitalization Plan underway
Completed and Occupied

b-3) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: **Plaza East**
2. Development (project) number: **CAL 1-18 (2)**
3. Status of grant: (select the statement that best describes the current status) (See Attached)

☐ Revitalization Plan under development
☐ Revitalization Plan submitted, pending approval
☐ Revitalization Plan approved
☒ Activities pursuant to an approved Revitalization Plan underway
Complete and Occupied by June 2002

b-4) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: **North Beach**
2. Development (project) number: **CAL 1-11**
3. Status of grant: (select the statement that best describes the current status) (See Attached)

☐ Revitalization Plan under development
☐ Revitalization Plan submitted, pending approval
☐ Revitalization Plan approved
☒ Activities pursuant to an approved Revitalization Plan underway
Activities continuing according to Implementation Plan

b-5) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: **Valencia Gardens**
2. Development (project) number: **CAL 1-4**
3. Status of grant: (select the statement that best describes the current status) (See Attached)

☐ Revitalization Plan under development
☐ Revitalization Plan submitted, pending approval
☐ Revitalization Plan approved
☒ Activities pursuant to an approved Revitalization Plan underway,
Activities continuing according to Implementation Plan

☒ Yes ☐ No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name/s below:
Hunters View

☒ Yes ☐ No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
If yes, list developments or activities below
Hunter's View

☒ Yes ☐ No: e) Will the PHA be conducting any other public housing (development or replacement activities not discussed in the Capital Fund Program Annual Statement?
If yes, list developments or activities below:

SITES PROPOSED FOR REVITALIZATION
The following sites are severely distressed and require comprehensive revitalization. Over $200 million in Comprehensive Grant Program funds would be needed for capital improvement needs if funding through HOPE VI and leveraged financing is not made available.

Hunters View
Demolish and rebuild the site with a total of 442 mixed income units – 346 rental apartments (267 public housing and 79 tax credit) and 96 for sale homes. All 267 public housing units will be replaced and 175 new housing units will be added.

- 267 public housing rental (237 family and 30 senior)
- 50 senior apartments
- 29 market rate rental units
- 96 first-time homeowner units (50 at 40% to 60% median income, 46 at 60% to 80% median income) All 267 public housing units will be replaced and 175 new units will be added.

Proposed Federal sources of funds	$35,000,000
Proposed Non-Federal funds	$71,649,444
• Tax Exempt Bonds	$ 670,338
• Low Income Housing Tax Credits	$38,274,396
• Grants/Sweat Equity (Habitat Home)	$ 9,975,332

HUD 50075
OMB Approval No: 2577-0226
Expires: 03/31/2002

- Private Mortgage $18,567,099
- Local $ 2,979,259
- PHA $ 1,183,020

Alice Griffith

Demolish and rebuild the site with a total of 406 mixed income units – 351 rental apartments (256 public housing and 95 tax credit) and 55 for sale homes. All 256 public housing units will be replaced and 150 new housing units will be added.

Proposed Federal sources of funds	$35,000,000
Proposed Non-Federal funds	$91,532,880
• Tax Exempt Bonds	$24,999,975
• Low Income Housing Tax Credits	$27,273,051
• Grants/Sweat Equity (Habitat Home)	$ 9,418,420
• Private Mortgage	$19,648,050
• Local	$ 9,025,000
• PHA	$ 1,168,384

Hunters Point

Demolish and rebuild the sites with a total of 330 mixed income units – 285 rental apartments (213 public housing and 72 tax credit) and 45 for sale homes. All 213 public housing units will be replaced and 117 new housing units will be added.

Proposed Federal sources of funds	$29,994,727
Proposed Non-Federal funds	$75,915,991
• Tax Exempt Bonds	$20,908,170
• Low Income Housing Tax Credits	$27,204,477
• Grants/Sweat Equity (Habitat Home)	$ 7,937,159
• Private Mortgage	$15,785,243
• Local	$ 3,079,646
• PHA	$ 1,001,296

Westbrook

Demolish and rebuild the site with a total of 376 mixed income units – 316 rental apartments (226 public housing and 90 tax credit) and 60 for sale homes. All 226 public housing units will be replaced and 150 new housing units will be added.

Proposed Federal sources of funds	$35,000,000
Proposed Non-Federal funds	$88,634,468
• Tax Exempt Bonds	$23,877,908
• Low Income Housing Tax Credits	$23,110,698
• Grants/Sweat Equity (Habitat Home)	$10,900,320
• Private Mortgage	$20,844,750
• Local	$ 8,806,500

- PHA $ 1,094,292

Sunnydale

Substantially rehabilitate 618 units (700 less 82 completed), demolish 67 units and add infill housing for a total of 960 mixed income housing units – 816 rental apartments (767 public housing and 49 tax credit) and 144 for sale homes.

Proposed Federal sources of funds	$ 35,000,000
Proposed Non-Federal funds	$120,086,110
• Tax Exempt Bonds	$ 31,275,000
• Low Income Housing Tax Credits	$ 26,221,937
• Grants/Sweat Equity (Habitat Home)	$ 71,070,000
• Private Mortgage	$ 27,623,125
• Local	$ 4,938,514
• PHA	$ 3,081,966

Potrero Terrace

Substantially rehabilitate all existing units and add new housing for a total of 619 mixed income units – rental apartments (469 public housing and 93 tax credit) and 57 for sale homes. All 469 public housing units will be rehabilitated and 150 new housing units will be added.

Proposed Federal sources of funds	$34,807,024
Proposed Non-Federal funds	$87,261,328
• Tax Exempt Bonds	$27,142,352
• Low Income Housing Tax Credits	$14,956,441
• Grants/Sweat Equity (Habitat Home)	$10,985,952
• Private Mortgage	$22,113,000
• Local	$ 9,654,330
• PHA	$ 2,409,253

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. ☒ Yes ☐ No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If "No", skip to component 9; if "yes", complete one activity description for each development.)

2. Activity Description

☒ Yes ☐ No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If "yes", skip to component 9. If "No", complete the Activity Description table below.)

Demolition/Disposition Activity Description
1a. Development name: Plaza East 1b. Development (project) number: CAL 1-18 (2)
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☒ Demolition Submitted, pending approval ☒ Disposition Planned application ☐
4. Date application approved, submitted, or planned for submission: Demolition approved 9/96 – Disposition Pending 05/00
5. Number of units affected: 276 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 09/96 b. Projected end date of activity: 08/00

Demolition/Disposition Activity Description
1a. Development name: North Beach 1b. Development (project) number: CAL 1-11
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☒ Demolition Submitted, pending approval ☐ Disposition Planned application ☒ Disposition
4.Date application approved, submitted, or planned for submission: (DD/MM/YY) Demolition Approved 9/96 - Disposition supplementary info. Submitted 4/02
5. Number of units affected: 229 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity:

a. Actual or projected start date of activity: Start 9/96
b. Projected end date of activity: 9/04

Demolition/Disposition Activity Description
1a. Development name: Valencia Gardens 1b. Development (project) number: CAL 1-4
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☒ Planned application ☐
4. Date application approved, submitted, or planned for submission: Application submitted 4/16/02
5. Number of units affected: 246 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 9/03 b. Projected end date of activity: 3/04

Demolition/Disposition Activity Description
1a. Development name: Clementina Towers 1b. Development (project) number: CAL 1-21
2. Activity type: Demolition ☐ Disposition ☒ (Portion of site)
3. Application status (select one) Approved ☐ Submitted, pending approval ☒ Planned application ☐
4. Date application approved, submitted, or planned for submission: (DD/MM/YY) Application submitted 4/12/02
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development (portion of site) ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 8/02

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b. Projected end date of activity: 8/05

Demolition/Disposition Activity Description
1a. Development name: Rosa Parks 1b. Development (project) number: CAL1-18 (5)
2. Activity type: Demolition ☐ Disposition ☒ (Portion of site)
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: (DD/MM/YY) Planned Application 09/02
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development (portion of site) ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 6/03 b. Projected end date of activity: 9/05

Demolition/Disposition Activity Description
1a. Development name: Hunter's View 1b. Development (project) number: CAL 1-18 (3)
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 9/03
5. Number of units affected: 267 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 12/03 b. Projected end date of activity: 6/07

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Demolition/Disposition Activity Description
1a. Development name: Alice Griffith 1b. Development (project) number: CAL 1-18 (4)
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 9/04
5. Number of units affected: 256 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 12/04 b. Projected end date of activity: 6/08

Demolition/Disposition Activity Description
1a. Development name: Hunter's Point 1b. Development (project) number: CAL1-17 (A)
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 9/05
5. Number of units affected: 213 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 12/05 b. Projected end date of activity: 6/09

Demolition/Disposition Activity Description
1a. Development name: Westbrook 1b. Development (project) number: CAL 1-9
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 9/06
5. Number of units affected: 226 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 12/06 b. Projected end date of activity: 6/10

Demolition/Disposition Activity Description
1a. Development name: Westside Courts 1b. Development (project) number: CAL 1-8
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 9/07
5. Number of units affected: 137 6. Coverage of action (select one) ☐ Part of the development ☒ Total development 7. Timeline for activity: a. Actual or projected start date of activity: 12/07 b. Projected end date of activity: 12/11

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Demolition/Disposition Activity Description
1a. Development name: Sunnydale 1b. Development (project) number: CAL 1-3
2. Activity type: Demolition ☒ 30 units Disposition ☒ Portion of Site
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 9/05
5. Number of units affected: 30 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 12/05 b. Projected end date of activity: 6/12

Demolition/Disposition Activity Description
1a. Development name: Potrero Terrace 1b. Development (project) number: CAL 1-2
2. Activity type: Demolition ☐ Disposition ☒ Portion of Site
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 6/05
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development (portion of site) ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 12/05 b. Projected end date of activity: 12/13

Demolition/Disposition Activity Description
1a. Development name: Woodside Gardens 1b. Development (project) number: CAL 1-18 (10)
2. Activity type: Demolition ☐ Disposition ☒ Portion of Site
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 6/07
5. Number of units affected: **0** 6. Coverage of action (select one) ☒ Part of the development (portion of site) ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 9/07 b. Projected end date of activity: 12/14

Demolition/Disposition Activity Description
1a. Development name: 101 & 103 Lundy Lane 1b. Development (project) number: CAL 1-30
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 9/02
5. Number of units affected: 2 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 3/04 b. Projected end date of activity: 8/04

Demolition/Disposition Activity Description
1a. Development name: 75-77 Coleridge 1b. Development (project) number: CAL 1-29
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 9/02
5. Number of units affected: 2 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 3/04 b. Projected end date of activity: 8/04

Demolition/Disposition Activity Description
1a. Development name: 275 Thrift Street 1b. Development (project) number: CAL 1-33
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 9/02
5. Number of units affected: 1 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 3/04 b. Projected end date of activity: 8/04

DEMOLITION AND DISPOSITION

Comprehensive revitalization is planned for old poorly configured sites with deteriorated structures and fundamental building construction and design problems. Disposition under ground lease agreements is planned for portions of low-density sites where development of additional public housing, affordable housing, and homeownership housing is feasible. In the recent past applications for demolition and disposition of two public housing sites with 437 units were approved. During the next five years, nine applications for disposition and/or demolition are planned involving approximately 1,128 existing public housing units with the potential for construction of 1,128 replacement public housing units and approximately 688 rental and homeownership housing units.

The most severely distressed sites with dangerous mid- and high-rise structures (Bernal Dwellings, Plaza East and Hayes Valley) were demolished and are being replaced with new housing that is both compatible with the surrounding neighborhoods and attractively designed with the safety and security of the residents in mind under the HOPE VI Program. While this process unavoidably resulted in a reduction of 228 dwelling units, only 78 bedrooms will be lost with the shift to larger family sized housing, a scarce resource in San Francisco. At the same time, through partnerships with locally-based developers, the SFHA has added 13 Section 8 project-based apartments at Bernal Gateway and is adding 85 Section 202 apartments for seniors at the Clementina Towers site. The SFHA plans to develop additional replacement public housing through disposition by ground lease of a portion of low-density public housing sites and on non-public housing sites in partnership with other housing developers.

The SFHA's two most recently designated HOPE VI sites, North Beach and Valencia Gardens, along with Hunters View, a recent HOPE VI application, are underutilized sites and provide opportunities for the development of apartments and homeownership opportunities for working families while improving distressed public housing. The plans allow us to reclaim and repair the blighted and abandoned sites within the existing vibrant neighborhoods with modernization, new construction and in-fill development. North Beach and Valencia Gardens will be reconfiguration and comprehensive revitalization to maintain the same 475 apartments for public housing residents while introducing an additional 173 moderate and market rate housing units (North Beach and Valencia Gardens). As mentioned above, the Section 8 Project Based Voucher (PBV) Program will be used in conjunction with HOPE VI revitalization efforts. North Beach has been conditionally approved for 119 units assisted under the Section 8 PBV Program. In addition, PBV assistance shall be made available at Valencia Gardens as well. This strategy creates both income diversity and addresses the acute shortage of housing for moderate income households in San Francisco. In addition, North Beach, surrounded by a thriving commercial district, offers unique economic opportunities.

Residents who occupy public housing that is proposed for demolition and disposition are all consulted during the planning process. Residents receive counseling and are all offered

temporary relocation assistance and the first right to return to the new replacement housing, provided they remain tenants in good standing. Relocated residents are tracked during the relocation process and provided with community and support services during and after the relocation process.

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]
Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. ☐ Yes ☒ No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If "No", skip to component 10. If "yes", complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description
   ☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 10. If "No", complete the Activity Description table below.

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]
Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. ☐ Yes ☒ No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined

submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description
1a. Development name: 1b. Development (project) number:
2. What is the status of the required assessment? ☐ Assessment underway ☐ Assessment results submitted to HUD ☐ Assessment results approved by HUD (if marked, proceed to next question) ☐ Other (explain below)
3. ☐ Yes ☐ No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status) ☐ Conversion Plan in development ☐ Conversion Plan submitted to HUD on: (DD/MM/YYYY) ☐ Conversion Plan approved by HUD on: (DD/MM/YYYY) ☐ Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one) ☐ Units addressed in a pending or approved demolition application (date submitted or approved: ☐ Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) ☐ Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:) ☐ Requirements no longer applicable: vacancy rates are less than 10 percent ☐ Requirements no longer applicable: site now has less than 300 units ☐ Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. ☐ Yes ☒ No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If "No", skip to component 11B; if "yes", complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description
   ☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If "yes", skip to component 12. If "No", complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: 1b. Development (project) number:
2. Federal Program authority: ☐ HOPE I ☐ 5(h) ☐ Turnkey III ☐ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☐ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☐ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)
5. Number of units affected: 6. Coverage of action: (select one) ☐ Part of the development

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☐ Total development

B. Section 8 Tenant Based Assistance

1. ☒ Yes ☐ No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to component 12; if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

   The SFHA plans to administer a Section 8 Homeownership program, subject to 24 CFR Part 982 final rule.

2. Program Description:

a. Size of Program

☒ Yes ☐ No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- ☐ 25 or fewer participants
- ☐ 26 - 50 participants
- ☒ 51 to 100 participants
- ☐ more than 100 participants

b. PHA-established eligibility criteria

☐ Yes ☒ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

☒ Yes ☐ No: Has the PHA entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? 12/04/98

2. Other coordination efforts between the PHA and TANF agency (select all that apply)
   - ☒ Client referrals
   - ☒ Information sharing regarding mutual clients (for rent determinations and otherwise)
   - ☒ Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
   - ☒ Jointly administer programs
   - ☒ Partner to administer a HUD Welfare-to-Work voucher program
   - ☒ Joint administration of other demonstration program
   - ☐ Other (describe)

B. Services and programs offered to residents and participants

In addition to the programs listed below, the SFHA has actively provided information, services, and assistance to encourage resident participation in voter registration and local and national elections.

(1) General

a. Self-Sufficiency Policies
Which, if any, of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)
- ☒ Public housing rent determination policies
- ☒ Public housing admissions policies
- ☒ Section 8 admissions policies
- ☐ Preference in admission to section 8 for certain public housing families
- ☒ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- ☐ Preference/eligibility for public housing homeownership option participation
- ☒ Preference/eligibility for section 8 homeownership option participation
- ☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

☒ Yes ☐ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If "yes", complete the following table; if "no" skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs

Program Name & Description (including location if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or Section 8 participants or both)
Computer Centers				
1815 Egbert	30	Residents of Development	Development Office	Public Housing
1551 Newcomb	40	Residents of Development	Development Office	Public Housing
1792 15th Street	30	Residents of Development	Development Office	Public Housing
247 West Point	30	Residents of Development	Development Office	Public Housing
1120 Columbus	30	Residents of Development	Development Office	Public Housing
1111 Buchanan	30	Residents of Development	Development Office	Public Housing
956 Ellsworth	30	Residents of Development	Development Office	Public Housing
310 Haight	30	Residents of Development	Development Office	Public Housing
838 Pacific	30	Residents of Development	Development Office	Public Housing
Other Programs				
SF Boys & Girls Club	80	Open Enrollment	Development Office	Public Housing
Operation Dream	200	Specific Criteria	S.F. Police Department	Public Housing Section 8
Parents on Patrol	10	Open Enrollment	Development Office	Public Housing
Jr. 49ers Football League	50	Specific Criteria	Development Office	Public Housing
Education & Career Development	260	All participants	FSS Program Office	Section 8
Computer Training			FSS Program Office	Section 8
Monthly Workshops			FSS Program Office	Section 8
Stress/Money/Parenting Management			FSS Program Office	Section 8

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Career Clothing			FSS Program Office	Section 8
All Section 8 services are provided at the FSS program office at 1251 Turk Street, San Francisco, CA 94115				

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing	0	0
Section 8	330	182

b. ☒ Yes ☐ No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?

If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)
   - ☒ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
   - ☒ Informing residents of new policy on admission and reexamination
   - ☒ Actively notifying residents of new policy at times in addition to admission and reexamination.
   - ☒ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
   - ☐ Establishing a protocol for exchange of information with all appropriate TANF agencies
   - ☐ Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- ☒ High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- ☒ High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- ☒ Residents fearful for their safety and/or the safety of their children
- ☐ Observed lower-level crime, vandalism and/or graffiti
- ☒ People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- ☐ Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- ☒ Safety and security survey of residents
- ☒ Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- ☐ Analysis of cost trends over time for repair of vandalism and removal of graffiti
- ☒ Resident reports
- ☒ PHA employee reports
- ☒ Police reports
- ☐ Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- ☐ Other (describe below)

3. Which developments are most affected? (list below)
Hunter's View, Potrero Terrace/Potrero Annex, Sunnydale, Alice Griffith, Hunter's Point

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)
   - ☒ Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
   - ☐ Crime Prevention Through Environmental Design
   - ☐ Activities targeted to at-risk youth, adults, or seniors
   - ☒ Volunteer Resident Patrol/Block Watchers Program
   - ☐ Other (describe below)

2. Which developments are most affected? (list below)
   Hunter's View, Potrero Terrace/Potrero Annex, Sunnydale, Alice Griffith, Hunter's Point

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)
   - ☐ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
   - ☒ Police provide crime data to housing authority staff for analysis and action
   - ☒ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
   - ☐ Police regularly testify in and otherwise support eviction cases
   - ☒ Police regularly meet with the PHA management and residents
   - ☒ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
   - ☐ Other activities (list below)

2. Which developments are most affected? (list below)
   Hunter's View, Potrero Terrace/Potrero Annex, Sunnydale, Alice Griffith, Hunter's Point

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- ☒ Yes ☐ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- ☐ Yes ☒ No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?
- ☐ Yes ☒ No: This PHDEP Plan is an Attachment. (Attachment III)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

HUD 50075
OMB Approval No: 2577-0226
Expires: 03/31/2002

See the attached Admissions & Occupancy Policy

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

For the PHA Civil Right Policy, see the attached Admissions & Occupancy Policy.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. ☒ Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U S.C. 1437c(h))? (If no, skip to component 17.)
2. ☒ Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
3. ☒ Yes ☐ No: Were there any findings as the result of that audit?
4. ☒ Yes ☐ No: If there were any findings, do any remain unresolved?

   If yes, how many unresolved findings remain? 1

5. ☒ Yes ☐ No: Have responses to any unresolved findings been submitted to HUD?

   If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. ☒ Yes ☐ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?

2. What types of asset management activities will the PHA undertake? (select all that apply)
   - ☐ Not applicable
   - ☒ Private management
   - ☐ Development-based accounting
   - ☐ Comprehensive stock assessment
   - ☐ Other: (list below)

3. ☐ Yes ☒ No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

The SFHA has entered into contracts with private management firms to perform property management functions at its existing HOPE VI sites (Hayes Valley, Bernal, Plaza East). It will consider the option of private management for future HOPE VI sites. There are no plans to utilize private management at non-HOPE VI sites during this fiscal year.

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. ☒ Yes ☐ No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
   - ☒ Attached at Attachment **Attachment IV**
   - ☐ Provided below:

3. In what manner did the PHA address those comments? (select all that apply)
   - ☒ Considered comments, but determined that no changes to the PHA Plan were necessary.
   - ☐ The PHA changed portions of the PHA Plan in response to comments
     List changes below:
     see Attachments
   - ☐ Other: (list below)

B. Description of Election process for Residents on the PHA Board

1. ☐ Yes ☒ No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

2. ☐ Yes ☒ No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

   a. Nomination of candidates for place on the ballot: (select all that apply)
      - ☐ Candidates were nominated by resident and assisted family organizations

Use this section to provide any additional information requested by HUD.

Pursuant to notice PIH 99-51 (HA), SFHA will use the HUD criteria detailed in Section III (G) of the notice to define "Substantial Deviation" and "Significant Amendment or Modification". Specifically, a substantial deviation or significant amendment or modification, which requires public notice and comment, will be required if a change is made to the Plan, or any component thereof, related to the following:

- Changes to established Flat Rent amounts;
- Admissions Policies specifically related to the organization of the applicant waiting list;
- Deconcentration of poverty and income mixing in public housing;
- Additions of Non-Emergency work items (items not included in the current Annual Statement or 5-Year Action Plan) or change in use of replacement reserve funds under the capital fund; or,
- Any change with regards to Demolition or Disposition, Designation, Homeownership programs or Conversion activities

Changes made to the Plan, or any component thereof, that do not relate to the above-mentioned issues will not be considered substantial or significant and will not require public notice and comment.

Attachments

Use this section to provide any additional attachments referenced in the Plans.

Attachment I: Capital Fund Program (Tab 2)

Attachment II: HOPE VI Program Information (Tab 3)

Attachment III:
- A) Section 8 Voucher Program Administrative Plan (Tab 4)
- B) Section 8 Moderate Rehabilitation Program Administrative Plan (Tab 5)
- C) Section 8 Project-Based Voucher Program Administrative Plan (Tab 6)
- D) Addendum to the PHA Plan Template Section 8 Project Based Voucher Program Statement (Tab 7)
- E) Homeownership Capacity Statement (Tab 8)

Attachment IV: Admissions and Continued Occupancy Policy (Tab 9)

Attachment V: Preventive Maintenance Schedule (Tab 10)

Attachment VI: Resident Advisory Board Recommendations (Tab 11)

Attachment VII: Public Comments (Tab 12)

☐ Candidates could be nominated by any adult recipient of PHA assistance
☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
☒ Other: (describe)
Resident participation on the Resident Advisory Board was solicited at the first Citywide Residents Meeting. Tenant Association leaders were also asked to participate in the RAB process.

b. Eligible candidates: (select one)
☒ Any recipient of PHA assistance
☐ Any head of household receiving PHA assistance
☐ Any adult recipient of PHA assistance
☐ Any adult member of a resident or assisted family organization
☐ Other (list)

c. Eligible voters: (select all that apply)
☒ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
☐ Representatives of all PHA resident and assisted family organizations
☐ Other (list)

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (San Francisco, California)

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

☒ The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
☒ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
☒ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
☒ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (Multifamily Development and a home ownership program)
☐ Other: (list below)

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

D. Other Information Required by HUD

DOCUMENTS DEPT.

JUL 2 8 2003

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HOUSING AUTHORITY
OF THE
CITY AND COUNTY OF SAN FRANCISCO

Minutes of Regular Meeting
Thursday, June 26, 2003

440 Turk Street
San Francisco, California

5

26/03

The Housing Authority of the City and County of San Francisco met in a regularly scheduled meeting at 440 Turk Street, San Francisco, California on Thursday, June 26, 2003, at 4:00 p.m.

Vice President Julie Lee called the meeting to order at 4:10 p.m.

1. ROLL CALL

Roll call found the following members to be:

PRESENT: *Julie Lee, Vice President*
George R. Brown, Commissioner
Betty J. Smith, Commissioner
Andrew Clark, Commissioner
Neola Gans, Commissioner

ABSENT: *Sululagi Palega, Sr., President (excused)*
Rev. George Woodruff, Commissioner (excused)

A quorum was present.

ALSO PRESENT: *Mr. Gregg Fortner, Executive Director*
Ms. Donna Martin, Agency Counsel

2. APPROVAL OF AGENDA

Commissioner Clark moved to approve the agenda. Commissioner Gans seconded the motion. The motion to approve the agenda was unanimously passed.

3. APPROVAL OF MINUTES

Commissioner Smith moved to approve the minutes. Commissioner Gans seconded the motion. The motion to approve the minutes was passed by a unanimous vote.

4. GENERAL COMMUNICATIONS
5. REPORT OF SECRETARY

Executive Director Gregg Fortner asked the Commission's permission to present the General Communications and Report of the Secretary simultaneously. The Commission did not object. Mr. Fortner stated that the Commission Request Log item pertaining to

the Valencia Gardens report was going to change. Further details would be given later in his report. The next item in the folder was a memorandum regarding Commissioner development videotapes. The tapes are produced by the Housing Television Network and are available to any Commissioner interested in participating. Mr. Fortner mentioned that Commissioners Smith and Gans had already attended some of the sessions. The next memorandum continued the discussion of the HUD Interim Rule on Project Labor Agreements. Mr. Fortner stated that Federal government's final rule was attached to the memorandum and this could be discussed, at a later date, during the Closed Session. The next report, Defining Security's Role in Maintaining Peace, was included at the request of Commissioner Smith. This report was presented at the Diversity Committee Meeting on June 10, 2003. Mr. Fortner stated that the next correspondence was from HUD regarding the Approval of Final Evidentiaries and Budget of North Beach Place. The project is now receiving national exposure. The next correspondence was also from HUD regarding statutory and regulatory requirements in the code of federal regulations. The PIH notice directly pertained to Item A on the agenda and was received on June 25, 2003. The PIH notice changed the community service and self-sufficiency requirements to be included in the PHA Plan. The Resident Advisory Board would be notified of the changes. The final report in the folder dealt with the public housing operations conventional housing lease-up. Mr. Fortner pointed out that 130 units were available. Two months ago, 225 units were available. Mr. Fortner stated that the staff is keeping a steady pace towards leasing-up all of the units.

Mr. Fortner reported that while on his trip to Washington, D.C. during the prior week, he learned that the Section 8 Block Granting Proposal would not get through Congress this year unless there is some unplanned turn of events. The proposal is not receiving the support from the Senate nor the House of Representatives that HUD would have like to have seen. The proposal will probably stay alive and go into next year's budget cycle.

Mr. Fortner informed the Commission that the presentation on Valencia Gardens would not take place because the presenting team was at the planning Commission's meeting. The meeting had run late and they were unable to make it back in time for this Commission meeting. Mr. Fortner asked the Commission to review the materials over the next two weeks and the report would be given at the next Commission meeting.

Mr. Fortner also paid a public tribute to Waymond Nichols who was due to retire on July 1, 2003. Mr. Fortner described Mr. Nichols as a vocal and vibrant advocate for residential hiring who will be missed and whose ideas will be spoken of long after he's gone. Mr. Fortner expressed his confidence in Joyce Armstrong who would be assuming Mr. Nichols' duties.

Finally, Mr. Fortner announced that Enola Maxwell had passed away earlier in the week. She was very active in the Potrero community and was the mother of Supervisor Sophie Maxwell. Ms. Maxwell's homegoing service would be on July 6, 2003. Mr. Fortner observed a moment of silence in reverence of Ms. Maxwell.

6. COMMITTEE REPORTS

Diversity Committee
Commissioner Smith reported on the June 10, 2003 meeting. She stated that the first item on the agenda was the relocation of offices and staff. The process was still ongoing and had not been finalized yet. Next, the Office of Fair Housing made a report on the multilingual broadcasting and training classes. Then Jim Williams made a report on the crime statistics of the Big Four. The report indicated that crime was down by almost half since last year.

Finance Committee
No report.

Personnel Committee
No report.

7. REPORT OF AGENCY COUNSEL

Agency Counsel Donna Martin stated that the Commission would be holding a closed session to discuss pending litigation. The Commission would be updated regarding SFHA vs. HUD.

8. TENANT REPRESENTATIVE REPORT

City Wide Council - Senior/Disabled

President William Vitale reported that over the last week and a half, he had been overwhelmed with calls from tenants concerned about management changes and financial cuts in services. Mr. Vitale requested that the SFHA write a letter to calm the fears of the tenants. Mr. Vitale also stated that he was looking forward to the July 19, 2003 meeting, when Mr. Fortner and staff would meet with the City Wide Council.

Public Housing Tenants Association (PHTA)

No representative was present.

9. PUBLIC COMMENTS ON AGENDA ITEMS: LIMITED TO 2 MINUTES

NOTE: *The public will have the opportunity to comment on agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 2/23/95 as Resolution No. 4423. Prior to*

adjournment, after Item No. 11, the public will have the opportunity to comment on items not on the agenda.

Jackie Sachs stated that since she had become president of their tenants association, she had become heavily involved in the Capital Fund programming. She stated that the public meetings allowed for the input of peoples needs and how it should be prioritized. Ms. Sachs urged the Commission to pass the resolution and sending it to Washington.

10. UNFINISHED BUSINESS:

There was no unfinished business.

11. NEW BUSINESS

Resolution No. 5102

(A) RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) THE AUTHORITY'S ANNUAL PLAN AS MANDATED BY SECTION 511 OF THE QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998

Rufus Davis, Management Analyst for the Management Services and Support Department presented the details of this resolution. Mr. Davis explained that the Quality Housing and Work Responsibility Act of 1998 requires all housing authorities to submit an annual plan of operations for any particular fiscal year. This is the third year that the SFHA has participated. Staff, residents and community organizations are all involved in the process. The PHA plan consists of the capital fund, modernization projects, occupancy, preferences, and the Section 8 Administrative Plan, etc. The process began in February with a letter from Gregg Fortner to all residents of public and Section 8 housing. The letter was translated into 5 different languages and detailed the framework of how the SFHA was going to proceed with this project. In March, meetings were held with community based interest groups to gather input of changes and what they would like to see remain the same. Three Resident Advisory Board meetings were held to analyze the current plan, gather input, and make recommendations. Finally, a large meeting was held at the West Bay Conference Center in June where over 250 people were present to provide their thoughts on the PHA Plan. The deadline for the SFHA's submission of the PHA Plan is July 15. The Plan will be submitted electronically. Mr. Davis asked the Commission to consider approving the resolution so that it can be transmitted. Mr. Davis then referenced the community service requirement received by the SFHA the day prior. Notice of this requirement would be sent to the resident advisory and will also be added to the current plan for submission on July 15, 2003.

Mr. Fortner added that July 15, 2003 is submission date because HUD wants 75 days before the beginning of the SFHA fiscal year to review the document. Receiving Capital Funds, and other miscellaneous grants are contingent on HUD approving this agency plan.

Commissioner Clark inquired about the SFHA's private sector involvement as it relates to developments. Mr. Fortner stated that the private sector was included in a general sense so that the SFHA would have the option to utilize their services should the need arise. No formal plans have been made with private sector companies. Commissioner Clark asked if there was anything in the PHA plan that dealt with future litigation costs. Mr. Fortner stated that the Plan does not go into plans of litigation costs. Any costs incurred would have to come from budgets qualified to pay them.

Commissioner Lee noted that the address change of the Section 8 office should be reflected in a revised version of the document. Mr. Fortner stated that the address shown detailed where the agency plan was on display in previous months. Commissioner Lee also brought attention to a contradicting date to be revised. Ms. Boyd stated that the correction would be made.

Commissioner Clark asked if there was a large attendance at the public meeting. Mr. Davis answered that at the first meeting, held in March at the Federal building, about 200 people got in, but over 1000 were waiting. Mr. Davis took responsibility for the inadequate facility reservation. The second meeting was held in May and about 300 people attended. Commissioner Clark asked if the primary attendees were residents of public housing. Mr. Davis stated that most were from Section 8 or Public Housing and about 15 people were from community-based organizations. Mr. Davis stated that many of the comments related to security, preferences, more affordable housing, and typical landlord – tenant disputes. Commissioner Clark asked if those comments were taken into consideration in the drafting of this document. Mr. Fortner answered that not only were the comments taken into consideration, but they were attached to the PHA Plan to be sent to HUD. Commissioner Clark asked if Mr. Davis thought that the concerns of the residents and others had been adequately addressed in the document. Mr. Davis said yes. He also mentioned that a survey was included with the letter sent by Mr. Fortner regarding tenants' experiences with Section 8 and Public Housing. About 2500 responses have already been examined and this is also a part of the process.

Commissioner Clark asked if the document is in draft form because it hasn't been approved by the Commission. Mr. Davis answered yes. Commissioner Clark wanted to know if the document would be submitted to HUD "as is" if the Commission approves this agenda item. Mr. Davis answered that the corrections indicated by Vice President Lee and the Community Service Requirement would be included before it is sent to HUD. Commissioner Clark asked if this document is in the best interests of the Housing Authority. Mr. Fortner answered yes.

Commissioner Clark moved to approve Resolution No. 5102. Commissioner Gans seconded the motion. The motion to approve Resolution No. 5102 was unanimously approved.

12. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

Cynthia Morse, of 1760 Bush asked for a legal definition of a resident custodian versus a custodian. The custodian of 1760 Bush is being transferred against the desires of the tenants and they would like to know why or how this would help or hinder their building. Ms. Morse also mentioned that the involuntary shuffling of managers is disruptive to the tenants that she represents. Her third issue was about the tenants' right to control who enters their building. Ms. Morse stated that sometimes tenants are transferred from other buildings and often problems come with them. They would like to develop a stronger program to sit down at a council to determine who comes in. If there is a troubled tenant, there are troubles on the floor and tenants feel that they have no redress to solve the problems. Ms. Morse asked the Commission to help find a better way to deal with these issues.

Bianca Henry of the Coalition on Homelessness stated that her comments pertained to preference changes and occupancy on the agenda item, yet her name wasn't called and she felt that it was unfair. Mr. Fortner stated that the card she submitted did not indicate whether her comments were an agenda item or non-agenda item and that is where the confusion derived. Commissioner Clark asked Ms. Henry to state her comments anyhow. Ms. Henry stated that one of their issues was that in order for the homeless to get more preferential points, they had to be apart of the Department of Human Services. Ms. Henry wanted the SFHA to include the Department of Public Health because certain people are being excluded.

Mr. Fortner said that he was sure that DHS would collaborate with all government agencies in the city so that any homeless person would be able to receive the same preference. Ms. Henry responded that if a homeless person does not have documentation of their preference, then eligibility workers do not recognize it. Mr. Fortner responded that at the future meeting with the Coalition on Homelessness, the handbook they submitted on how to apply rules across the agency, would be discussed.

Jennifer Friedenbach of the Coalition on Homelessness commended the SFHA on changes made in the PHA Plan. She stated that they would like to add preferences for the Department of Public Health. Ms. Friedenbach said that a parent suffering from a mental illness would not receive services from the Department of Human Services and therefore would not receive the preferences for housing. The Department of Human Services would only be concerned that welfare recipients would receive permanent housing in hopes of getting them off public assistance, whereas DPH would have different goals. Ms. Friedenbach commented that homeless people are in more need than others for

housing and the fastest growing population of homeless people, are children. Homeless children are twice as likely to be in poor health, twice as likely to experience hunger, four times as likely to have delayed development, 22% are separated from their parents, and very little housing is available outside of the SFHA. Ms. Friedenbach also said that other federally funded homeless dollars generally go to single adults and the city generally says don't worry about the homeless, the SFHA takes care of them.

Howard Burton made complaints about Commissioner Smith. He said that Commissioner Smith would tell someone to move their car if they park for more than five minutes to run in and see someone but would park her care there for one or two days. Mr. Burton stated that Commissioner Smith is in the background of a picture with he and the Chief of Police, and she shouldn't have been in the picture. Mr. Burton claimed that Commissioner Smith wished he were dead and two weeks ago he chased her with his cane. If he had caught her, Mr. Burton said that he would have beaten her to death. Mr. Burton said that he wished someone would straighten Commissioner Smith out. She is a nice person, but tries to run all of the business.

Marlon Herrera Sanchez asked the Clerk of the Commission to read his card. Ms. Owens quoted his card, "let us fix some of the vacant units that are sitting empty. We need places to live before Gavin Newsom runs us out of town." Mr. Sanchez said that he was present in an attempt to get housing for himself and a friend who is a veteran. Both are suffering from schizophrenia. He said that every time he passes Visitacion Valley, he sees boarded up units. Mr. Sanchez requested that the SFHA allow him to hire a licensed contractor to repair a unit so that he could have a place to live. Mr. Sanchez stated that he was sure that the homeless would help repair the units in exchange for a place to live. Mr. Sanchez said that he was sure that the SFHA did not support racially segregated housing, but all he sees living in Visitacion Valley are African Americans.

Philip Lacy, President of 1760 Bush Street Tenants Association stated that many of the tenants do not want their property manager transferred. A petition was submitted on June 23, 2003 to Gregg Fortner, Naja Boyd and Ignatius Leonor. Mr. Lacy had additional signatures to submit in opposition to the transfer of their property manager. He also stated that Cynthia Morse had submitted a proposal to Ignatius Leonor as an alternative to moving their manager. Mr. Lacy then mentioned that their resident custodian, was also being transferred, and they wanted him to stay as well. Signatures were from tenants at Bush Street and Pine Street.

Zoya Berclich of 1760 Bush Street requested that the property manager and resident custodian remain at their building because the residents like how they do their work. More than 50 residents signed the petition.

Timothy Robinson of the Coalition on Homelessness stated that he felt the organization of the preference system is unfair. The language and priorities needed to be changed. He said that it is difficult for the homeless to benefit from the way the current system is set

up. Mr. Robinson asked the Commission if the language could be changed to benefit the disabled.

Brandi Machado of the Coalition on Homelessness stated that she was 18 and had been homeless for a year. Ms. Machado stated that the point system is not fair and asked the Commission to reexamine them. The system needs to be more flexible for disabled people, homeless people with children, and homeless people trying to get an education, work full-time, and have a career such as herself. Ms. Machado asked for the support of the Commission to include preferences for the homeless so that she can achieve her goals of prosperity.

Vera Stewart of Rosa Parks said that she had filled out and application to be transferred to a two-bedroom unit and was told that she was ineligible by Naja Boyd and Ignatius Leonor. She stated that her son lives with her and is her sole provider while she is in poor health.

Mirna Escobar of the Bilingual Community Advocates stated that she does not want to be retaliated against or treated unfairly. Ms. Escobar said that she supports the property manager staying at 1760 Bush Street because he knows what is going on with the tenants. Ms. Escobar stated that she was a force to contend with and wanted respect. She previously had said something was going on in her building and she doesn't want to be ignored. This is what has happened. She said she had been forced to go to HUD.

Cassandra Robertson was not present to address the Commission.

13. COMMISSIONER COMMENTS AND REPORTS

Commissioner Clark requested that the Commission be informed of all press releases by the SFHA. Commissioner Clark said that he had been recently caught off guard by a press release and thought that all of the Commissioners would benefit from this new process.

Mr. Fortner apologized to the Commission for failing to do so and promised that they would receive an advance copy of all press releases from this point forward.

14. CLOSED SESSION

Vice President Julie Lee announced that the Commission had concluded its public business and would go into closed session. A Closed session was scheduled with the Executive Director and Agency Counsel under Government Code Section 54956.9 (b)(1) to discuss pending litigation under Government Code Section 54956.9(a) (SFHA v HUD, Martinez). The Commission went into closed session at 5:08 p.m.

15. RECONVENING OF THE COMMISSION MEETING

The Commission reconvened at 6:02 p.m. The Commission met in closed session to discuss the items noticed on the agenda. The Commissioners present in the closed session were Commissioners Smith, Clark, Gans, and Brown. Vice President Julie Lee was not present. Commissioner Brown stated that the Commission discussed the legal matter of the SFHA v. HUD. The Commission was updated and the matter will be pursued.

Commissioner Clark asked Mr. Fortner to take any necessary steps to protect Commissioner Smith from the gentleman who made a threat to her during the public comments.

16. ADJOURNMENT

There being no further business to come before the Commission, Commissioner Clark moved to adjourn the meeting and Commissioner Smith seconded the motion. Commissioner Brown adjourned the regularly scheduled meeting of June 26, 2003 at 6:03 p.m.

Gregg Fortner, Secretary/Executive Director

Julie Lee, Vice President

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